

## DHSP PARTICIPANT WAIVER

### COVID-19 AND PARTICIPATION RELEASE AND WAIVER AGREEMENT

Name of Participant: \_\_\_\_\_ **(the “Participant”)**

Name of Parent or Guardian: \_\_\_\_\_ **(the “Parent”)**

Name of Facility: “Dignity Health Sports Park” (“DHSP”), which includes any of its facilities, including, without limitation, the velodrome, the soccer stadium, training fields, weight and training rooms, classrooms, meeting rooms, tennis stadium, track and field stadium and/or areas within or immediately adjacent to DHSP (collectively, the “Facility”)

Name of Event: \_\_\_\_\_ **(the “Event”)**

Date:

TO THE PARTICIPANT AND THE PARENT: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING LAWSUITS IN THE FUTURE IF YOU BECOME SICK OR INJURED AFTER ENTERING OR WHILE USING THE FACILITY, ATTENDING THE EVENT OR ENGAGING IN EVENT-RELATED ACTIVITIES. YOU MAY WANT TO CONSULT A LAWYER BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT PARTICIPANT AND PARENT HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW, AND THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER OF YOUR CHOICE REGARDING ITS TERMS.

#### **Preamble**

In return for the Participant being allowed to enter and remain at the Facility and to participate in activities in connection with the Event, including, but not limited to sporting activities, recreational activities, promotional activities and any travel arrangements made in connection with those activities, the Parent and the Participant, on behalf of themselves and their Related Persons (as defined below), consent and agree to the following terms. As used in this Agreement, the term **“Related Persons”** shall mean a Parent’s or Participant’s heirs, assigns, executors, administrators, next of kin and other persons acting or claiming to act on their behalf.

1. **Acknowledgment of COVID-19 Risks.** Participant and Parent understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, **“COVID-19”**) is extremely contagious and there is an inherent and elevated risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented by the Event, Anschutz Southern California Sports Complex, LLC, Anschutz Entertainment Group, Inc., California State University Dominguez Hills, California State University Dominguez Hills Foundation, Dignity Health, Felt Racing LLC, Connie Cycling Foundation., LA84 Foundation, In-Training, Inc., Los Angeles Velodrome Racing Association (LAVRA), USA Cycling, Inc., Alphamantis Technologies, FinalFit Inc., ERO Inc., Union Cycliste International, United States Olympic Committee (“USOS”), U.S. Paralympics Cycling, and any of the respective Event sponsors or promoters and/or third parties (such as by federal and state governmental agencies) (collectively, the **“COVID-19 Protocols”**), can eliminate the risk of exposure to COVID-19; (c) the risks of exposure to COVID-19 are increased by proximity to other people; (d) there is no guarantee, express or implied, that Participant and any of her/his guests will not be exposed to COVID-19; (e) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (f) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (g) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person’s age or health condition. Participant and Parent also acknowledge that the COVID-19 Protocols may

prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time to time persons present at the Facility, the Event, or at any locations in which the Event may be held or where people are gathered, may not comply fully with the COVID-19 Protocols. Participant and Parent understand that the implementation of the COVID-19 Protocols does not guarantee that Participant will not be exposed to or contract COVID-19 as a result of his attendance at Facility for the Event or pass COVID-19 on to others, including Parent and other family members of Parent or Participant. Participant and Parent understand and knowingly and voluntarily assume all risks related to traveling to and from, practicing, playing games at the Facility or Event. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). The Participant and the Parent accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant, Parent or any Related Persons may incur in connection with the risks described above.

2. **Acknowledgement of Event Participation Risks.** There are inherent risks that come with participating in Event programs. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Event program may test Participant's physical limits, which creates an inherent risk of physical injury. Other inherent risks include contact or collision with other persons or objects, head injury, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Participant and Parent understand and acknowledge that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death). The Participant and the Parent accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant, Parent or any Related Persons may incur in connection with the risks described above.

3. **Participant Acknowledgements.** Parent and Participant acknowledge that the following statements are true and accurate and that no Released Parties (as defined in paragraph 4 below) can be held responsible in any way if they are not: (i) Participant and Parent have consulted with Participant's own doctor to ensure that his participation in the Event will not pose any unusual risks to his health and well-being, (ii) Participant is in good condition physically and has not been advised or cautioned against participation in the Event by his doctor or any other medical practitioner, (iii) Participant is covered by medical insurance; (iv) in the past fourteen (14) days, Participant has not been diagnosed with COVID-19; (v) in the past fourteen (14) days, Participant has not experienced symptoms of COVID-19 (e.g. fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, sore throat, congestion or runny nose, nausea, vomiting or diarrhea); and (vi) in the past fourteen (14) days, Participant has not been in contact with someone who has been confirmed or suspected of having COVID-19. Parent and Participant authorize the Released Parties to secure emergency medical care or transportation (i.e., EMS) for Participant when deemed necessary by the Released Parties at the sole cost of Parent and Participant.

4. **Release, Waiver and Covenant Not to Sue.** For purposes of this Agreement, (i) the term "**Released Parties**" shall mean the Event, Anschutz Southern California Sports Complex, LLC, Anschutz Entertainment Group, Inc., California State University Dominguez Hills, California State University Dominguez Hills Foundation, Dignity Health, Felt Racing LLC, Connie Cycling Foundation., LA84 Foundation, In-Training, Inc., Los Angeles Velodrome Racing Association (LAVRA), USA Cycling, Inc., Alphamantis Technologies, FinalFit Inc., ERO Inc., Union Cycliste International, United States Olympic Committee ("USOS"), U.S. Paralympics Cycling, and any of the respective Event sponsors or promoters and each of their officers, directors, managers, members, employees, agents, contractors, sub-

contractors, representatives, successors, assigns, licensees and affiliates, and (ii) the term “**Claims**” shall mean any and all liability, lawsuits, causes of action and claims for damages, costs or expenses, whether past, present or future, and whether known or unknown.

Parent and Participant, on their own behalf, and on behalf of their Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to), all Claims, including, but not limited to, Claims arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which Parent, Participant and any Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) Participant’s exposure to COVID-19; (ii) Participant’s attendance at the Facility and participation in activities at or related to the Event; (iii) Participant’s travel to or presence at the Event, or at any location to which he may travel in connection with Event activities; (iv) any of the risks identified above in paragraphs 1 and 2 of this Agreement; or (v) the exercise of the rights related to the Materials (as defined below) by the Released Parties (as defined below), including any defamation (including libel and slander), invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials. Parent and Participant understand that this release, waiver and covenant not to sue includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers Claims of any sort, whether suffered before, during or after Participant’s participation in the Event.

Participant recognizes and agrees that this release and waiver of liability is a full, general and final release and waiver of all Released Claims. Participant further acknowledges that Participant has read Section 1542 of the Civil Code of the State of California, which currently provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Participant understands that, pursuant to Section 1542, Participant has the right not to release existing claims of which Participant is not now aware, unless Participant voluntarily chooses to waive this right. Even though Participant acknowledges that Participant is aware of such right, by signing below, Participant nevertheless hereby voluntarily waives such rights and elects to assume all risks for claims that now exist in Participant’s favor, *known or unknown*, arising from the subject matter of the waiver of liability and release set forth herein.

5. **Image Release.** Participant consents to be recorded, photographed, and videotaped related to the Event, and hereby irrevocably and perpetually authorizes any of the Released Parties to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use (i) the Participant’s name, image, likeness, and voice, and (ii) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by the Participant obtained related to the recording of the Event (collectively, the “**Materials**”), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any lawful purpose, including, the advertising or promotion of the Released Parties and/or the Event without further consent from or payment to the Participant. The Participant understands that the Released Parties are under no obligation to use the Materials. Participant agrees that all of the Materials, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials are the sole property of the Released Parties and Participant further agrees not to contest the rights or authority granted to the Released Parties hereunder. The Participant hereby waives any right to inspect or approve the recordings, and modes of the use thereof as described above.

Participant acknowledges and agrees that: (i) Participant shall not be entitled to any compensation for its appearance at the Event or subsequent use of its appearance in the Materials, (ii) Participant has and will refrain from any offensive or distasteful remarks or conduct and will conduct itself in a courteous and professional manner at all times during its participation at the Event and appearance in the Materials, and (iii) this Agreement is intended to be as broad and inclusive as permitted by applicable law.

6. **Dispute Resolution.** Parent and Participant agree to engage in good faith efforts to mediate any dispute that might arise concerning this Agreement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the dispute not be resolved by mediation, Parent and Participant agree that all disputes, controversies, or claims arising out of or related to Participant's participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association ("AAA") then in effect. The cost of such action shall be shared equally by the parties. Parent and Participant further agree that the arbitrability of any dispute, controversy, or claim arising out of Participant's participation in the Event will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at [www.adr.org](http://www.adr.org).

7. **Class Action Waiver.** Parent and Participant agree that all claims against any Released Person arising out of Participant's participation in the Event must be pursued on an individual basis only. By signing this Agreement, Parent and Participant waive any right to commence, or be a party to, any class action, or any other sort of collective claims against the Released Parties. Other rights that Parent and Participant would have if either or both went to court will not be available or will be more limited in arbitration, including the right to appeal. Parent and Participant each understand and agree that by requiring each other to resolve all disputes through individual arbitration, **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator(s) may not consolidate the claims of multiple parties. Arbitrations shall be administered by AAA pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting [www.adr.org](http://www.adr.org). If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both agree upon in writing. The arbitration shall take place in Los Angeles, California. The arbitrator's decision shall be final and binding. The parties agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to Guests and our employees, affiliated companies and vendors. Parent and Participant may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. If a claim is brought seeking public injunctive relief and a court determines that the restrictions in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. If any other portion of this arbitration agreement provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this agreement. This arbitration agreement provision will survive the termination of this agreement, Parent's or Participant's fulfillment or default of their obligations under this agreement, and/or their or Released Parties' bankruptcy or insolvency (to the extent permitted by applicable law). **YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN.** If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date you sign this Agreement. You must send your request by calling 310-630-2022 or sending an e-mail to:

kbenedict@aegworldwide.com. The request must include your full name, address, account number, and the statement "I reject the Arbitration Agreement contained in this Participant Waiver." If you exercise the right to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration.

**8. Governing Law.** Parent and Participant agree that this Agreement shall be governed by the laws of the State of California without regard to choice of law principles.

**9. Severability.** Parent and Participant agree that if any part of this Agreement is declared illegal, unenforceable or ineffective to any extent, that part of the Agreement shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, that part of the Agreement shall be severed from the rest of the Agreement, so that all of the other provisions contained in this Agreement shall remain valid and binding.

THE WAIVERS AND RELEASES GRANTED BY PARTICIPANT HEREUNDER ARE LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I understand its terms, including that I am giving up substantial legal rights. I understand that this Agreement is a material inducement for my admission to and continued participation in the Event and that the Event and the other Released Parties are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Agreement have been made by any of the Released Parties. I acknowledge that Parent and I have had the opportunity to seek legal advice regarding this Agreement from a lawyer of my or their choice.

**PARTICIPANT**

Date of Birth:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT/GUARDIAN MUST COMPLETE:** I affirm that I am the parent or legal guardian of the above individual and I have the authority to give this authorization to his signing of and consent to the above Agreement. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I understand its terms, including that he and I are giving up substantial legal rights. I understand that this Agreement is a material inducement for Participant's admission to and continued participation in the Event and that the Event and the other Released Parties are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Agreement have been made by any of the Released Parties. I acknowledge that Participant and I have had the opportunity to seek legal advice regarding this Agreement from a lawyer of my choice.

Name: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_