

Indy Ultimate Waiver:

In consideration of being allowed to participate in any way in the 2020 Indy Ultimate, its related events and activities, (The Event) I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this Event is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR OTHER CONDUCT OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Indiana Sports Corporation immediately.

3. I agree to abide by the Center for Disease Control's (CDC) current, ongoing and future updated recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I further agree to abide by the recommendations of the State, County and Local Health officials in the prevention of the spread of COVID-19 and other communicable diseases. I have read the general safety plan developed in regard to participation in the Event addressing the prevention for the spread of COVID-19 and other communicable diseases found here: <https://www.indianasportscorp.org/covid-19-updates> . I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in the Event, and personally assume this risk.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Indiana Sports Corporation, Vision Event Management, LLC, Arts Council of Indianapolis, Phoenix Theatre, Capital Improvement Board of Managers of Marion County, Indiana, Fieldhouse Management, LLC d/b/a Bankers Life Fieldhouse, Pacers Basketball, LLC d/b/a Pacers Sports and Entertainment, Victory Field, Indians, Inc., White River State Park Development Commission, Live Nation Worldwide, Inc., Downtown Indy, The Trustees of Indiana University, Indy Eleven, The HandleBar, LLC, Indiana War Memorial Commission and the State of Indiana, the Indiana State Museum and Historic Sites Corporation, Indianapolis Cultural Trail, The Indianapolis Public Library and the Consolidated City of Indianapolis as well as their parents, subsidiaries, affiliates, officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the Event ("Releasees"), WITH

RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property associated with my presence or participation, including costs and reasonable attorneys' fees of the Releasees, WHETHER ARISING FROM THE NEGLIGENCE OR OTHER CONDUCT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I, HEREBY GRANT Indiana Sports Corporation the permission to use my likeness, voice and words in television, radio, film or any other form for promotional purposes. I also grant Indiana Sports Corporation and its Indy Ultimate partners access to my email and contact information for promotional usage.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Further, I have read and answered the following questions as a condition of my participation in the event. If I choose not to answer any of the following questions, I will be prohibited from participating in the event.

YES NO Do you have a Fever of 100.4 or greater, or any of the following COVID-19 symptoms: Cough, Shortness of Breath, or Difficulty Breathing?

YES NO In the last 14 days, have you been in close contact (within 6 feet) with someone who has a confirmed COVID-19 diagnosis?

Printed Name

Date

Signature