

## **SUBMERGED ADAPTIVE FESTIVAL LIABILITY WAIVER**

IN CONSIDERATION FOR BEING PERMITTED TO ATTEND SUBMERGED ADAPTIVE FESTIVAL (THE "EVENT") AT THE HOMESTEAD CRATER (THE "VENUE") SET TO TAKE PLACE JUNE 8-12, 2021, WHICH WILL INCLUDE WITHOUT LIMITATION, ME VOLUNTARILY ATTENDING THE EVENT ITSELF AND OTHER ACTIVITIES RELATING TO OR ARISING FROM THE EVENT AND ENGAGEMENTS IN/AROUND THE VENUE AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED, BY PURCHASING OR POSSESSING A TICKET TO THE EVENT I IRREVOCABLY ACCEPT AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND VOLUNTARILY ENTER INTO THIS LIABILITY WAIVER AND RELEASE; ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (THIS "RELEASE") INDIVIDUALLY AND ON BEHALF OF ALL PERSONS ATTENDING WITH ME UNDER THE TICKETS PURCHASED HEREBY (ALL REFERENCES TO "ME" OR "I" HEREUNDER WILL BE INTERPRETED TO MEAN ME AND ALL PERSONS ATTENDING WITH ME VIA THIS TICKET PURCHASE OR BY ENTERING THE FREE PORTION OF THE FESTIVAL. I HAVE VOLUNTARILY AGREED TO ATTEND THE EVENT. I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT ATTENDANCE IS POTENTIALLY DANGEROUS DUE TO, AMONG OTHER THINGS, RISK OF SPREADING OR ACQUIRING COVID-19 OR SIMILAR INFECTIOUS DISEASE AND OTHER UNANTICIPATED AND UNEXPECTED DANGERS MAY ARISE FROM MY ATTENDANCE AT THE EVENT. I HEREBY ASSUME ALL RISK OF LOSS, DAMAGE AND/OR INJURY (INCLUDING DEATH) TO MY PERSON AND/OR PROPERTY ASSOCIATED WITH MY ATTENDANCE AT THE EVENT, INCLUDING WHETHER CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF TAMPA SPORTS AUTHORITY, RAYMOND JAMES STADIUM, AND WORLD WRESTLING ENTERTAINMENT, INC. ("WWE"), AND EACH OF ITS PARENT, SUBSIDIARY, AND AFFILIATE COMPANIES AND EACH OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES").

I RECOGNIZE THAT THE NOVEL CORONAVIRUS, COVID-19, HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION AND THAT AN INHERENT RISK OF EXPOSURE TO COVID-19 (OR OTHER OR RELATED OR VARIED SIMILAR INFECTIOUS DISEASE) (COLLECTIVELY, "COVID") EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. I FURTHER RECOGNIZE THAT COVID IS EXTREMELY CONTAGIOUS, AND CAN LEAD TO SEVERE ILLNESS AND DEATH, AND IS BELIEVED TO SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT. AS A RESULT, FEDERAL, STATE, AND LOCAL GOVERNMENTS AND HEALTH AGENCIES RECOMMEND SOCIAL DISTANCING AND HAVE, IN MANY LOCATIONS, PROHIBITED THE CONGREGATION OF GROUPS OF PEOPLE. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND GUESTS WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE.

I ACKNOWLEDGE THAT THE VENUE HAS PUT IN PLACE PREVENTATIVE MEASURES TO REDUCE THE SPREAD OF COVID AT THE EVENT AND THAT I MUST FOLLOW ALL POSTED INSTRUCTIONS AND OTHER VERBAL OR WRITTEN INSTRUCTIONS WHILE IN ATTENDANCE (INCLUDING, BUT NOT LIMITED TO, WEARING A MASK AT ALL TIMES, FOLLOWING SOCIAL DISTANCING INSTRUCTIONS, AND CLEANING HANDS FREQUENTLY). HOWEVER, THE RELEASED PARTIES CANNOT GUARANTEE THAT I WILL NOT BECOME INFECTED WITH COVID. BY ATTENDING THE EVENT, I VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID. BY PURCHASE OR POSSESSION OF A TICKET TO THE EVENT, I ACKNOWLEDGE THE CONTAGIOUS NATURE OF COVID AND VOLUNTARILY ASSUME THE RISK THAT I MAY BE EXPOSED TO OR INFECTED BY COVID BY ATTENDING THE EVENT, AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND DEATH. I UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID AT THE EVENT MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MYSELF AND OTHERS, INCLUDING, BUT NOT LIMITED TO, PERFORMERS, EVENT EMPLOYEES, VOLUNTEERS, AND PATRONS AND THEIR FAMILIES. I AGREE NOT TO ENTER OR COME NEAR THE VENUE IF I FEEL SICK IN ANY WAY.

I FULLY AND FOREVER WAIVE ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES AND DEMANDS ("CLAIMS") AGAINST THE RELEASED PARTIES, AND FULLY AND FOREVER RELEASE, DISCHARGE AND

COVENANT NOT TO SUE, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY LOSS, INJURY, ILLNESS, AND/OR ANY OTHER DAMAGE (INCLUDING DEATH) I MAY SUSTAIN IN ANY MANNER ARISING FROM OR RELATED TO THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING FROM OR RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES OR OTHER EVENT PARTICIPANTS OR ATTENDEES.

I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEYS' FEES AND COSTS, AND OTHER EXPENSES OF EVERY NATURE AND CHARACTER ARISING OUT OF OR RELATED TO MY ATTENDANCE AT THE EVENT INCLUDING, WITHOUT LIMITATION, ANY CLAIM BY MY SUCCESSORS-IN-INTEREST, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES, WHETHER A COVID INFECTION OCCURS BEFORE, DURING, OR AFTER THE EVENT.

I UNDERSTAND THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE IN WHICH IS THE EVENT IS BEING CONDUCTED AND THAT IF ANY PROVISION, OR PART HEREOF, IS JUDICIALLY DECLARED INVALID, VOID OR UNENFORCEABLE, EACH AND EVERY OTHER PROVISION, OR PART THEREOF, NEVERTHELESS WILL CONTINUE IN FULL FORCE AND EFFECT, AND THE UNENFORCEABLE PROVISION WILL BE CHANGED OR INTERPRETED SO AS BEST TO ACCOMPLISH THE OBJECTIVES AND INTENT OF SUCH PROVISION WITHIN THE LIMITS OF APPLICABLE LAW. THE RULE OF CONSTRUCTION THAT ANY AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS RELEASE.

BY VOLUNTARILY ATTENDING THE EVENT, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THIS RELEASE AND HAVE AGREED TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY ASSENT BY PURCHASE OR POSSESSION OF A TICKET TO THE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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PRINT NAME  
DATE

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SIGNATURE