SUPER BOWL LV ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS SUPER BOWL LV ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "<u>AGREEMENT</u>") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.

IN CONSIDERATION of obtaining a credential card and being permitted to enter (or re-enter) and remain at Raymond James Stadium and/or any other venue at which any events or activities relating to Super Bowl LV are taking place (including, without limitation, practice facilities, hotels, parks and other event venues), including, in each case, all surrounding parking areas, pedestrian plazas and entryways (collectively, the "Facilities") in connection with the preparation for (including, without limitation, planning and associated meetings, and load-in and load-out activities) and conduct of the Super Bowl LV game and all related events (including, without limitation, Super Bowl Experience, other events taking place on the campus of Raymond James Stadium, the Super Bowl LV media center and other media events, availabilities and press conferences, and Super Bowl game practices) (collectively, the "Events"), I, on behalf of myself and my heirs, assigns, executors, administrators, next of kin and other persons acting or purporting to act on my or their behalf (collectively, "Related Persons"), hereby acknowledge and agree as follows:

1. Acknowledgments of COVID-19 and Other Risks of Injury to Person or Property. I fully 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 risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that will be implemented from time to time by the National Football League and the other Released Parties (as defined below) and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "Facilities Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS related to my obtaining a credential card and being granted access to, traveling to and from, entering, re-entering or remaining, and providing services at, the Facilities, including, without limitation, the risk of bodily injury, the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19), and the causes thereof, sickness, personal injury, disability, other short-term or long-term health effects and death, the risk that I may transmit COVID-19 to other individuals, and lost, stolen or damaged property, which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties. I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks. I acknowledge that as a condition of entry into the Facilities for the Events I may be required to undergo testing for COVID-19 and complete a symptombased health screening questionnaire. I FURTHER UNDERSTAND AND CONSENT to the NFL Released Parties collecting this data, either directly or through a selected third-party service provider, processing it for the purposes of maintaining a healthy and secure environment at the Facilities and Events and complying with legal requirements like disclosing test results to the local department of health.

2. Release, Waiver of Liability, and Covenant Not to Sue. (A) I, ON BEHALF OF MYSELF AND EACH OF MY 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) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR** DAMAGES, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, 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 I OR ANY OF MY 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) MY EXPOSURE TO COVID-19; (II) MY PROVISION OF SERVICES AT THE FACILITIES; (III) MY TRAVEL TO OR PRESENCE WITHIN THE FACILITIES OR COMPLIANCE WITH ANY FACILITIES PROTOCOLS OR ANY OF THE OTHER POLICIES OR PROTOCOLS AT THE FACILITIES; (IV) ANY ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES IN CONNECTION WITH MONITORING OR ENFORCING FACILITIES PROTOCOLS; OR (V) ANY OF THE RISKS **IDENTIFIED ABOVE IN SECTION 1, IN EACH CASE WHETHER CAUSED BY ANY ACTION,** INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE. NOTHING IN THE RELEASE SET FORTH IN THIS SECTION 2 SHALL BE CONSTRUED AS A RELEASE OF ANY CLAIMS I MAY HAVE TO RECEIVE WORKERS' COMPENSATION. I UNDERSTAND THAT THIS RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE. WAIVER OF LIABILITY, AND COVENANT NOT TO SUE IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

(B) FOR THE PURPOSES HEREOF, THE "RELEASED PARTIES" ARE: (I) THE NATIONAL FOOTBALL LEAGUE AND ALL OF ITS MEMBER CLUBS, AND EACH OF **RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES,** THOSE ENTITIES' LICENSEES, SPONSORS, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS) AND OTHER PERSONNEL (COLLECTIVELY, THE "NFL RELEASED PARTIES"); (II) TAMPA BAY SUPER BOWL LV HOST COMMITTEE, INCL, BUCCANEERS TEAM LLC, BUCCANEERS STADIUM LLC, TAMPA SPORTS AUTHORITY, RJS STADIUM, A COMMERCIAL CONDOMINIUM ASSOCIATION, HILLSBOROUGH COUNTY AND THE CITY OF TAMPA, (III) THE OWNERS, OPERATORS, MANAGERS, LESSEES AND SUBLESSEES OF THE FACILITIES; (IV) CONTRACTORS AND OTHER VENDORS PERFORMING SERVICES AT THE FACILITIES: (V) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE FACILITIES (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (VI) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, **EMPLOYEES**, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, **REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS OF EACH OF THE FOREGOING** ENTITIES AND PERSONS, WHETHER PAST, PRESENT OR FUTURE AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

3. <u>Agreement to and Acceptance of Credential Use Conditions</u>. I have read, agree to and accept the Credential Use Conditions, which I understand govern my access and the use of the content I gather using that access, to any Facilities and Events, which conditions can be found on the back of my credential.

4. <u>Governing Law</u>. I agree that this Agreement shall be governed by the laws of the State of Florida, without regard to choice of law principles.

Arbitration Agreement. I agree that (a) any current or future claim, action or 5. proceeding between me and any of the Released Parties arising out of or relating to this Agreement, or my presence or work at the Facilities (collectively, the "Claims"), must be submitted for confidential, final and binding arbitration to Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to the Federal Arbitration Act ("FAA"), (b) the FAA is applicable because the NFL Released Parties are engaged in transactions involving interstate commerce, (c) the arbitration shall proceed before a single arbitrator, (d) the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, (e) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision, (f) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (g) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (h) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (i) any arbitration conducted pursuant to this Agreement shall take place in Tampa, Florida.

6. <u>**Class Action Waiver**</u>. I agree that all claims described in Section 2 must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

7. <u>Severability</u>. I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

8. <u>Relationship Between the Parties</u>. Nothing in this Agreement, the Credential Use Conditions, the Facilities Protocols or any of the other policies or protocols in place at the Facilities shall be construed to create an employer-employee, principal-agent or independent contractor relationship between any of the NFL Released Parties or other Released Parties and me. At all times I shall remain an employee or contractor, as applicable, of my employer and shall look solely to my employer, and not any of the Released Parties, for all compensation, benefits and insurance and any other claims I may have arising out of or related to the performance of my services and my entry into and presence at the Facilities.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT; understand its terms, including that I am hereby giving up substantial legal rights; understand that it is a material inducement for my being granted a credential and permitted access to and continued presence at the Facilities and that the NFL Released Parties and the other Released Parties are relying upon it; and further agree that no oral representations, statements or inducements contrary to anything contained herein have been made by any of the NFL Released Parties or other Released Parties or by my employer.

AGREED TO AND ACCEPTED:

Name of Credential Bearer (please print)

Signature of Credential Card Bearer

Date

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD **ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.** YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE **ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY** WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.