

## ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "AGREEMENT") 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 being permitted to enter and remain at **that certain entertainment district in downtown Los Angeles commonly known as L.A. LIVE ("L.A. LIVE"), which includes an approximately one acre public plaza known as "Xbox Plaza," and/or areas within or immediately adjacent to L.A. LIVE (collectively, the "Facility")**, 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:

I. **Acknowledgments of COVID-19 and Other Risks.** 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 an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by LA Live Properties, LLC, Anschutz Entertainment Group, Inc., L.A. Arena Company, LLC and LA Live Theatre, LLC (collectively, "**Facility Entities**") AltaMed Health Services Corporation and/or third parties (such as by federal and state governmental agencies) (collectively, the "**Facility Protocols**"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts; 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 ENTRY INTO, AND PRESENCE IN, THE FACILITY, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASED PARTIES (AS DEFINED BELOW), OR OTHER THIRD 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.

2. **Release, Waiver of Liability, and Covenant Not to Sue.** ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, 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 TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE FACILITY OR COMPLIANCE WITH THE FACILITY PROTOCOLS OR ANY OTHER POLICIES OR PROTOCOLS APPLICABLE TO THE FACILITY; (III) ANY INTERACTION BETWEEN ME AND ANY PERSONNEL OF ANY OF THE RELEASED PARTIES PRESENT AT THE FACILITY (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET-TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); OR (IV) 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.

I RECOGNIZE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A FULL, GENERAL AND FINAL RELEASE AND WAIVER OF ALL RELEASED CLAIMS. I FURTHER ACKNOWLEDGE THAT I HAVE 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.*

I UNDERSTAND THAT, PURSUANT TO SECTION 1542, I HAVE THE RIGHT NOT TO RELEASE EXISTING CLAIMS OF WHICH I AM NOT NOW AWARE, UNLESS I VOLUNTARILY CHOOSE TO WAIVE THIS RIGHT. EVEN THOUGH I ACKNOWLEDGE THAT I AM AWARE OF SUCH RIGHT, BY SIGNING BELOW, I NEVERTHELESS HEREBY VOLUNTARILY WAIVE SUCH RIGHTS AND ELECT TO ASSUME ALL RISKS FOR CLAIMS THAT NOW EXIST IN MY FAVOR, KNOWN OR UNKNOWN, ARISING FROM THE SUBJECT MATTER OF THE WAIVER OF LIABILITY AND RELEASE SET FORTH HEREIN.

FOR THE PURPOSES HEREOF, THE "RELEASED PARTIES" ARE: (I) THE FACILITY ENTITIES (AS DEFINED ABOVE), AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL; (II) ALTAMED HEALTH SERVICES CORPORATION, AND ITS DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL; (III) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING SERVICES AT THE STADIUM; (IV) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE FACILITY (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (V) 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. Governing Law. I agree that this Agreement shall be governed by the laws of the State of California without regard to choice of law principles.

4. Arbitration Agreement. I agree that all disputes, controversies, or claims arising out of or related to this Agreement and/or my presence at the Facility shall be submitted to binding arbitration in accordance with the applicable rules of the Judicial Arbitration & Mediation Services Inc. ("JAMS") then in effect. In any claim or dispute to be resolved by arbitration, I will not be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that I would have if I went to court will not be available or will be more limited in arbitration, including the right to appeal. I understand and agree that by requiring all disputes to be resolved through individual arbitration, I AM 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. The applicable Facility Entity shall pay fees unique to the arbitration process but each party shall pay its own attorneys' fees and costs for the arbitration. I further agree that the arbitrability of any dispute, controversy, or claim arising out of this Agreement and/or my presence at the Facility will be submitted to an arbitrator in accordance with the applicable Comprehensive Arbitration Rules and Procedures of JAMS then in effect. The Comprehensive Arbitration Rules and Procedures for JAMS are available on-line at [www.iamadr.org](http://www.iamadr.org). • If any portion of this arbitration agreement provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this agreement. I **ACKNOWLEDGE MY RIGHT TO REJECT THIS ARBITRATION AGREEMENT**, PROVIDED THAT I EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN. I acknowledge that, if I do not wish to be bound by this agreement to arbitrate, I must notify the Facility Entities in writing within sixty (60) days after the date I sign this Agreement by sending an e-mail request to: [Arbitration-0pt0ut@ae.worldwide.com](mailto:Arbitration-0pt0ut@ae.worldwide.com), including my full name, address, account number (if applicable), and the statement "I reject the Arbitration Agreement contained in the Release and Waiver Agreement." I further acknowledge that the proper exercise of my right to reject arbitration shall not impact the other terms of this Agreement, which shall remain in full force and effect as if I had not rejected arbitration.

5. Class Action Waiver. I agree that all disputes, controversies, or claims described in Section 4 must be pursued on an individual basis only. By signing this Agreement (and not timely and properly exercising my right to reject arbitration as described above), I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

6. Severability. 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.

7. Term. This Agreement is perpetual in nature and applies to all activities and events at the Facility for which I am present for or participate in, and all any disputes, controversies, or claims arising therefrom, from the date of execution.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT; I understand its terms and I am aware of its legal consequences, including that I am hereby giving up substantial legal rights and that by signing this Agreement, I will not be able to sue the Released Parties if I suffer any illness, injury, or death for any reason due to the exposure of COVID-19; and I

understand that it is a material inducement for my admission to and continued presence at the Facility and that the Released Parties are relying upon it; and, I further agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by any of the Released Parties.

*[Remainder of page left intentionally blank]*

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR PARENTS/GUARDIANS OF ATTENDEE/PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF ATTENDANCE/PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for the above identified minor attending and/or participating in an event at the Facility, do hereby consent and agree, on behalf of myself, such minor and all of my Related Persons, to all terms of this Agreement, including, without limitation, the release of all the Released Parties as provided above, the hold harmless and covenant not to sue, the agreement to arbitrate all disputes and the class action waiver, and I further agree to release and hold harmless the Released Parties from any and all liability incident to my minor child's attendance and/or participation in any event at the Facility, WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

