

GENERAL RELEASE AND WAIVER OF LIABILITY

WHEREAS, the Participant, or, if Participant is under 18, the Participant's parent or legal guardian, with full knowledge of his/her rights, does hereby freely, voluntarily and without duress execute this Agreement in consideration of the Participant being allowed to participate as part of fitness or similar classes at Audi Field (the "Event") and hereby agrees to each of the following conditions:

1. Health. Participant hereby certifies, warrants, represents, agrees and covenants to DC Soccer, LLC, DC Stadium, and any of the respective Event sponsors or promoters (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that the Participant is: (a) free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, (i) impair, prevent or prohibit Participant from engaging in such Event activities, (ii) be affected, aggravated or worsen in any way as a result, directly or indirectly, by Participant's involvement in such Event, or (iii) present a risk to the health of another Event participant; and (b) of sound mind and body and not under the influence of alcohol or any drug or medication which may in any way impair Participant's ability to enter into this Agreement, fully understand the respective intent and meaning of all of the terms hereof or to participate in the Event.

2. Assumption of Risk. Participant expressly and unconditionally assumes all risks and dangers known or unknown, foreseen or unforeseen, and relating or incidental to Participant's involvement in the Event and any activity associated therewith, including but not limited to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof "COVID-19"). Participant understands and agrees that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the Event, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) 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 further understands that Organizers will not provide any medical assistance or treatment related to the Event.

3. Indemnification and Release. Participant agrees to forever indemnify, release, discharge and hold harmless the Organizers from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Participant's involvement in the Event and all activities associated therewith, whether or not such claims arise from alleged negligence. Participant understands that this Agreement discharges Organizers from any and all liability or claims Participant may have against Organizers with respect to but not limited to bodily injury, personal injury, illness, death, property damage and any and all other liability that may result.

4. Photography/Video/Audio Consent. Participant understands that Participant may be recorded, filmed, photographed, audio, video or other work and that Participant's name, likeness, image, voice, appearance and/or performance is being recorded and may be made a part of a production. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant grants the Organizers and their designees the irrevocable right to use Participant's name, likeness, image, voice, appearance, and performance as embodied in the production whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, electronic media or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the production in whole or part as the Organizers may elect. The Organizers or their designee shall have complete ownership of the production in which Participant appear, including copyright interests, and Participant acknowledges that Participant have no interest or ownership in the production or its copyright. Participant also grant the Organizers and their designees the right to broadcast, exhibit, market, sell and otherwise distribute the production, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution or any other purpose that the Organizers or their designees in their sole discretion may determine. This grant includes the right to use the production for promoting or publicizing any of the uses.

5. Governing Law/Arbitration. This Agreement shall be interpreted in accordance with the laws of Washington D.C. In the event of a dispute arising out of or concerning this waiver or the Event, such dispute shall be settled by arbitration. Such arbitration shall be heard by a single arbitrator and commenced before the American Arbitration Association in Washington D.C.

6. Severability. If any terms or provisions of this release shall be determined or found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be deemed severed from the balance of this release, which shall continue in full force and effect as if any such term or provision had not been contained herein.

7. Voluntary Agreement. **I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, INCLUDING THE RELEASE OF LIABILITY OF ORGANIZERS AND RELATED ENTITIES. I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME AND/OR MY CHILD AND VOLUNTARY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. I AGREE THAT THIS DOCUMENT SHALL BIND ME, MY GUARDIAN, ASSIGNS, HEIRS, ADMISNISTRATORS AND EXECUTORS FOREVER.**

Participant acknowledges that this Agreement is legally binding and that he/she is releasing legal rights by signing this Agreement.

Participant's Name: _____

Participant's Signature: _____ Date: _____