

## AFF Participant Waiver

I, the individual named below, on behalf of myself and any minor children for whom I am parent and/or legal guardian (collectively referred to as "**I**" or "**me**"), desires to participate in activities on the plaza and elsewhere in and about America First Field (including but not limited to the mini soccer pitch, inflatables, obstacle courses, interactive games, playground, and other physical activities, collectively the "**Activities**") hosted by Utah Soccer Stadium Owner, LLC (the "**Company**") dba America First Field. In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (including Exhibit A) (collectively this "**Release**").

I UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, Major League Soccer, LLC, National Women's Soccer League, LLC, RSL Football Holdings LLC, Utah Soccer, LLC, RSL NWSL Holdco LLC, Real Monarch, LLC, and RSL Training Academy, LLC, and their respective officers, directors, managers, employees, agents, parents, subsidiaries, affiliates, members, shareholders, sponsors, officials, players, teams, successors, and assigns (collectively, "**Releasees**"), arising out of and/or relating or attributable to the Activities. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees arising out or resulting from any claim of a third party related to the Activities.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Salt Lake County, Utah, and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE (INCLUDING THE TERMS OF EXHIBIT A) AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, OR I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MINE AND MY MINOR CHILD'S INVOLVEMENT IN THE ACTIVITIES, TO THE FULLEST EXTENT PERMITTED BY LAW.**

Signed:

Printed Name:

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Address:

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Date: \_\_\_\_\_

Mobile: \_\_\_\_\_

If on behalf of a minor:

Signed:

Printed Name of Parent or Legal Guardian:

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Address:

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Date: \_\_\_\_\_

Mobile: \_\_\_\_\_

## EXHIBIT A

**All dogs must remain on leash at ALL times.**

**MUST PRESENT PROOF OF VACCINATIONS upon entry**

**Bring your Dog if he/she:**

- Is old enough to be around other dogs and people (at least 6 months of age)
- Is up to date on all required vaccinations (Rabies, DHPP, Bordetella)
- Is in good health
- Behaves well on-leash and is not aggressive toward other dogs
- Is friendly toward humans and not excessively fearful

**Don't bring your Dog if he/she:**

- Is still too young to interact with other dogs or a big crowd (under 6 months);
- Does not respond well to large crowds and loud noises
- Has aggressive tendencies towards other dogs or humans while on-leash (or off);
- Is exhibiting any signs of illness prior to the Event (*e.g.*, cough, nasal discharge, diarrhea, etc.).

These symptoms can be a sign of potentially infectious illness. It would be best for your dog as well as the other dogs in attendance, if your dog does not attend the Event if he or she is exhibiting any of signs of illness.

If you have a dog that is an aggressive breed, or with aggressive tendencies, you should **STRONGLY** consider not bringing it to the Event. We reserve the right to refuse entry to any dog or request a dog who has expressed aggression to leave the Event without a refund. Older dogs, dogs with short muzzles and /or dogs in general that are quickly prone to heat exhaustion should consider not attending the Event. Direct sun and heat can be a deadly combination for dogs. Dogs cool themselves by panting and are not nearly as efficient as us humans. Please keep the comfort and safety of your dog in the forefront of your mind.

We reserve the right to deny any dog or human entry to the Event for any reason. Participants are expected to practice responsible pet ownership. Do not bring your dog if it exhibits aggressive or unpredictable behavior in crowds, with other dogs, and/or with strangers. Do not bring a female dog in heat. Any participating dog must be at least 6 months old. Use good judgment regarding the temperament of your pet so that the Event will be enjoyable for everyone.