

General Waiver and Release of Liability Agreement

For and in consideration of participating in basketball and/or other on-court activities at Vivint Arena (the "Activity"), the undersigned does hereby expressly agree and acknowledge as follows:

1. **GENERAL.** I am fully aware that there are risks and hazards associated with my participation in the Activity, including potential exposure to COVID-19 and/or other illnesses. I am aware that such activities include the risk of injury and even death, and I hereby acknowledge that my participation is strictly voluntary. I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury, including death which may arise out of my participation in the Activity.
2. **RELEASE FROM LIABILITY.** I hereby forever release and discharge Smith Entertainment Group, LLC, SEG Basketball, LLC, Jazz Basketball Investors LLC, Jazz Basketball Development LLC and Jazz Arena Investors LLC and all of their affiliates, insurers, employees, agents, representatives, volunteers, members, managers, officers, directors, and shareholders (collectively, the "Released Parties") from any and all liabilities, claims, demands or causes of action that I may hereafter have for personal injuries, death or property damage arising out of my participation in the Activity, including, but not limited to, personal injuries, death or property damage.
3. **HOLD HARMLESS.** I agree that in the event any claim for personal injury, property damage, death or loss of any kind whatsoever shall be presented and/or prosecuted against the Released Parties arising as a result of or in connection with my involvement in the Activity, I shall hold harmless and indemnify the Released Parties from any and all claims or causes of action, wherever made or presented, for personal injury, property damage, death, or for any loss of any kind whatsoever.
4. **ASSUMPTION OF RISK.** I am aware that risks and dangers are inherent in the Activity and that unanticipated and unexpected dangers and risks may arise during the Activity. Such harm may include serious bodily injury, property damage, or even death. Further, upon undertaking responsibility to be fully informed of all risks, I hereby expressly and voluntarily assume all risk of death or personal injury to myself or of damage to property owned by myself or others sustained while participating in the Activity, including without limitation, the risk of injury or death or property damage.
5. **COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against the Released Parties nor to initiate any nor assist the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of injury or death to my person or property arising from the activities contemplated by this Agreement.
6. **VALIDITY OF WAIVER.** I acknowledge that the Released Parties has expressly relied upon each and every one of the representations, warranties and promises I have made in this Agreement as an inducement and condition precedent to their agreement to provide instruction for the Activity. I also understand that if I institute any suit or action at law for any claim for damages or cause of action because of injury or death to my person or property due to the activities contemplated by this Agreement, this Agreement can and will be used in court and that waivers of this type have been upheld in courts in similar circumstances.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the Parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter of the Agreement. No other promises or agreements shall be binding upon the parties to this Agreement with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each party to this Agreement. I further represent, warrant, and agree that upon executing and entering into this Agreement, I am not relying upon

and have not relied upon any representation, promise, or statement made by anyone which is not recited, contained, or embodied in this Agreement.

8. **SEVERABILITY.** If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.

9. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be construed and enforced according to the laws of the State of Utah, without reference to conflicts of law principles. Any action brought to construe, interpret or enforce the terms of this Agreement may only be brought in the state or federal courts residing in Salt Lake County, State of Utah.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTOOD THIS GENERAL WAIVER AND RELEASE OF LIABILITY AGREEMENT AND HEREBY AGREE TO BE BOUND BY ITS TERMS.

Signature

Date

Print name: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(Under Age 18)

Participant Name (Minor): _____

This is to certify that I, as parent or legal guardian of the abovenamed Participant, have read, understand and consent and agree to the terms of this Waiver and Release, and, for myself and the Participant, and my heirs, successors, assigns and next of kin, I give my consent and permission for the Participant to participate in the Event. I further hereby agree that the terms of this Waiver and Release (including but not limited to the hold harmless and covenant not to sue provisions) are binding upon me, in my individual capacity and as parent or legal guardian of the Participant, and hereby release and agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to the Participant's involvement or participation in the Event or presence on the premises at which the Event is held, even if arising from the negligence of the Released parties, to the fullest extent permitted by law.

Parent/Guardian Signature

Emergency Phone Number

Date