

## WAIVER AND RELEASE

### PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

This Waiver and Release (this “**Agreement**”) is entered into by the undersigned (“**Adult Signatory**”), and if any minor(s) is/are named below (“**Minor(s)**”), the Adult Signatory on behalf of and as parent or legal guardian for such Minor(s) identified below, in favor of I.M.P., Inc., It’s My Party, Inc., It’s My Amphitheater, Inc., I.M.A., Inc. d/b/a Merriweather Post Pavilion, It’s My Baltimore, Inc., I.M.B., Inc., JL Hospitality, LLC, The Downtown Columbia Arts and Culture Commission, Inc., The Columbia Association, Inc., Inner Arbor Trust, Inc., I.M.V., LLC., It’s My Venue, Inc., Seth Hurwitz, and their respective parents, members, partners, shareholders, officers, directors, affiliates, subsidiaries, divisions, successors, agents, employees, representatives and assigns of all of the above (collectively, “**Merriweather**”). Collectively and severally, Adult Signatory and Minor(s), their heirs, personal representatives, successors, and assigns are hereinafter referred to as the “**Signatory**”. In consideration of Merriweather permitting Signatory to enter upon Merriweather Post Pavilion (“**MPP**”) and to participate in the Activities (as hereinafter defined), Signatory agrees as follows:

1. Nature of Activities. MPP is a 19,600 fan capacity outdoor amphitheater which holds concerts, festivals, and other events. Signatory will be volunteering at MPP at one or more such events as event staff and/or in concession stands for kitchen and food preparation/cooking (collectively, the “**Activities**”).

2. Risks and Injuries Associated with Activities. Signatory acknowledges and agrees that there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, natural and man-made hazards; native and non-native wildlife; domestic and non-domestic animals; potentially harsh weather and geophysical conditions; terrain of all types, stable and unstable; surface and subsurface conditions; waters, moving or not, above and below ground; the presence of others at MPP including, without limitation, employees, contractors, volunteers, guests, and invitees; the continual day to day activities which transpire at MPP; equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; burns; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; over-exertion; slipping, falling, or tripping; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. It is impossible to eliminate all risks and possibility of injury.

3. Exposure to Bacteria, Fungi, Viruses, and Unknown Contagious Diseases. By entering MPP or when engaging in the Activities, there is a risk of exposure to bacteria, fungi, viruses, unknown contagious diseases, and COVID-19, which notwithstanding governmental recommendations and the practices of Merriweather, cannot be eliminated. **CONSEQUENTLY, TO THE FULLEST EXTENT PERMITTED BY LAW, SIGNATORY KNOWINGLY AND FULLY ASSUMES THE RISK OF, RELEASES, AND SHALL INDEMNIFY MERRIWEATHER FROM ALL CLAIMS (AS DEFINED IN SECTION 5 BELOW) OR BODILY INJURY RESULTING FROM SIGNATORY’S EXPOSURE TO ANY BACTERIA, FUNGUS, VIRUS, UNKNOWN CONTAGIOUS DISEASES, OR COVID-19 AND IN ANY WAY CONNECTED TO SIGNATORY’S ENTRY INTO MPP OR ENGAGEMENT IN THE ACTIVITIES. FURTHER, ADULT SIGNATORY ON BEHALF OF HIM/HERSELF AND THAT OF THE MINOR(S) CONSENTS AT MERRIWEATHER’S DISCRETION TO HAVING THEIR TEMPERATURE TAKEN BY MPP STAFF AND/OR TO COMPLETING AND SUBMITTING A HEALTH FORM TO MPP STAFF, AND**

**ACKNOWLEDGES THEY MAY BE DENIED ACCESS TO OR FORCED TO VACATE MPP IF THEY EVIDENCE SYMPTOMS OF EXPOSURE TO BACTERIA, FUNGUS, VIRUSES, UNKNOWN CONTAGIOUS DISEASES, OR COVID-19 AS IDENTIFIED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION.**

4. Assumption of Risks. Notwithstanding the foregoing risks and safety measures implemented by Merriweather, Signatory acknowledges it is impossible to eliminate all risk of injury and understands the demands of the Activities relative to Signatory's physical condition and skills. **SIGNATORY AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND SIGNATORY KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES AND ACCESS TO MPP.**

5. Release and Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT SIGNATORY ON BEHALF OF HIM/HERSELF, MINOR(S), AND THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY AND DEFEND MERRIWEATHER FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) (COLLECTIVELY, "CLAIMS") RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) TO SIGNATORY RESULTING IN ANY WAY FROM (A) SIGNATORY'S ENTRY UPON MPP; (B) SIGNATORY'S PARTICIPATION IN THE ACTIVITIES; (C) LOSS OR THEFT OF PERSONAL PROPERTY; (D) THE CONSUMPTION OF ALCOHOL AT MPP BY ANY INVITEE OF MERRIWEATHER; AND/OR (E) SIGNATORY'S BREACH OF THIS AGREEMENT. THIS RELEASE AND INDEMNITY SHALL APPLY EVEN IF ANY CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT OF MERRIWEATHER OR SIGNATORY. THE INDEMNITY SHALL ALSO INCLUDE ADULT SIGNATORY'S OBLIGATION TO INDEMNIFY MERRIWEATHER FROM (I) ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE MINOR(S) RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS; AND/OR (II) ALL CLAIMS RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF SIGNATORY'S LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS AGREEMENT FOR OR ON BEHALF OF THE MINOR(S).**

6. Arbitration. Any dispute or claim arising out of or relating to this Agreement, breach thereof, MPP, the Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this agreement to arbitrate (each, a "**Dispute**") shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. The arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. In the event that any action or proceeding is brought in connection with this Agreement, the nonprevailing party shall pay to the prevailing party, both as determined by the arbitrator hearing such action or proceeding, the prevailing party's costs, reasonable attorneys' fees, and expenses incurred in connection therewith.

7. Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADULT SIGNATORY AND MERRIWEATHER KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION.** The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the State of Maryland.

8. License. Signatory irrevocably grants Merriweather the right to use all or a portion of an image or video of Signatory and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising, trade, or any commercial purpose throughout the world and in perpetuity and without compensation. **SIGNATORY WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. SIGNATORY RELEASES MERRIWEATHER FROM ANY AND ALL CLAIMS THAT MAY ARISE REGARDING THE USE OF SIGNATORY'S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.**

9. Authority. If Adult Signatory signs this Agreement on behalf of Minor(s), Adult Signatory warrants and represents to Merriweather that he/she has the legal authority and such person's actual and implied authority to execute this Agreement on their behalf, including, but not limited to, the arbitration clause, release, indemnity agreement, and license.

10. Acknowledgements. Signatory warrants and represents to Merriweather that this Agreement is a complete and final release and indemnity agreement, that Signatory is voluntarily entering into this Agreement, and no representations, promises, or statements made by Merriweather has influenced Signatory in signing this Agreement. Signatory agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein; this Agreement may only be modified in writing; and that Signatory is not relying on any statements or representations of Merriweather that are not expressly contained herein. Signatory expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion of this Agreement is held invalid or unenforceable in any respect, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Signatory's presence on MPP or participation in the Activities shall lie in Howard County, Maryland. The substantive laws of the State of Maryland shall apply.

11. Additional Representations and Agreements. Signatory warrants and represents to Merriweather as follows: (a) Signatory possesses a sufficient level of skill and physical fitness for safe participation in the Activities; (b) Signatory is not aware of any health problems that would prevent him/her from participating in the Activities; and (c) Signatory has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities. Signatory shall obey all rules of Merriweather while participating in the Activities. Merriweather may, but shall not be obligated or required to, administer to Signatory emergency aid, CPR, use an AED (defibrillator), secure emergency medical care or transportation (i.e., EMS), and if said emergency medical care or transportation is secured, Signatory shall assume all costs of emergency medical care and transportation. Signatory shall discontinue participation in the Activities if Signatory feels any unusual discomfort (e.g., faintness, shortness of breath, physical manifestations of anxiety, chest pains, and/or abnormal heart palpitations).

12. Survival. The obligations and agreements contained in this Agreement shall survive (a) the expiration or termination of this Agreement; (b) Signatory's entry upon MPP; and (c) Signatory's performance of the Activities.

**BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FORTH HEREIN.**

SIGNATORY:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name(s) and Date(s) of Birth of Applicable Minor(s):

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