

LIABILITY (“RELEASE”)

I, _____ (Legal Name), will be attending an event (the “Event”) at Red Bull Arena, located at 600 Cape May Street, Harrison, New Jersey (the “Arena” or “Red Bulls”). I understand that the State of New Jersey is currently subject to various orders due to the COVID-19 pandemic. While the Red Bulls’ rules, compliance with New Jersey’s rules and regulations, and my personal discipline may reduce the risks of contracting COVID-19, I acknowledge that my presence at the Arena for Red Bulls events or soccer matches presents a risk of exposure to and illness from COVID- 19 (or other infectious diseases). Therefore, I am aware and acknowledge that:

- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.
- COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and possibly through the air.
- People reportedly can be infected and show no symptoms and, therefore, such individuals can spread the disease without knowledge they are doing so. The exact methods of the spread of COVID-19 and contraction are unknown, and there is no known treatment, cure or vaccine for COVID-19.
- Evidence has shown that COVID-19 can be a serious, potentially life-threatening illness and even cause death.
- The rules and regulations imposed by the State of New Jersey, Major League Soccer, L.L.C., MLS’ member clubs (“MLS/Clubs”) and the Red Bulls include the requirement that I must maintain social distancing of at least six feet from others, and must wear a mask or other facial covering.
- Notwithstanding the precautions taken by the MLS/Clubs and the Red Bulls, neither the MLS/Clubs nor the Red Bulls can prevent me from becoming exposed to, contracting, or spreading COVID-19 while on its premises or at the Arena because it is not possible to prevent against the spread of the disease.
- My presence at the Arena or any other MLS/Clubs event may expose me to and/or increase my risk of contracting or spreading COVID-19.
- I am not experiencing, nor have I experienced in the last 14 days, symptoms of COVID-19, such as a dry cough, fever of 100.4 or higher, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician or any testing service that I am COVID-19 positive.
- In the last 14 days, I have not been exposed to anyone with a positive COVID-19 diagnosis.
- I will not enter the Arena if I feel ill or if, to my knowledge, I have been in contact with a person who has been diagnosed with or experienced symptoms of COVID-19 in the last 14 days.
- I will not enter the Arena if within the last 14 days I have traveled to any state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19, unless the 14-day quarantine period may be reduced in accordance with a State of New Jersey-provided exception in which case I will comply with the applicable quarantine period prior to entering the Arena
- I have/will comply with either a PCR test or vaccination status

In consideration for entrance to the Arena, I agree as follows:

1. **Assumption of Risk.**

(a) I represent that I am physically fit, in good health, and have no physical or mental problems that might prevent me from safely participating in the Event, and I am sufficiently trained and experienced enough to understand the risks involved in the Event. I accept and assume full responsibility for all risks associated with the Event, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Red Bulls, other participants, myself, spectators or other third persons.

(b) I fully understand that there are dangers inherent during the COVID-19 pandemic. I understand that my presence at the Arena or at any other MLS/Clubs event may expose me to the risk of personal injury or death and/or cause me to contract COVID-19 and transmit it to others. I further KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of the Red Bulls, MLS/Clubs or others, including, but not limited to any injuries, illness, disability, emotional trauma, damage to property, DEATH and/or losses of any other kind, regardless of severity (“Injuries”), that may occur in connection with my presence at the Arena or on the MLS’/Clubs’ premises.

2. **Medical Release.** I authorize the Arena to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am at the Arena.

3. **Waiver and Release of Liability.** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf (“Releasors”), hereby waive, release, and discharge the Red Bulls, RBNY Academy, Inc., Red Bull GmbH, the MLS/Clubs, Soccer United Marketing, LLC, Professional Referee Organization, LLC, and each of their respective employees, officers, directors, managers, partners, members, shareholders, agents,

{RB00032714 V1}

contractors and volunteers (collectively, the "Releasees") from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of any of the Releasees or otherwise related to my participation at any event or match hosted by the Releasees (each, a "Claim"). I promise not to sue the Releasees for any damages I incur in connection with my presence at the Arena. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

4. **Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I agree to defend (at Red Bull's request), indemnify and hold harmless each of the Releasees from and against any and all Claims, and any and all third parties' Claims, arising from or in connection with: (a) any breach or alleged breach of this Release; (b) my participation in the Event, including, without limitation: (i) any Injuries to me; (ii) any Injuries to third parties directly or indirectly arising from my participation in the Event; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.
5. **Arbitration.** I unconditionally and irrevocably agree on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration and resolved by a single arbitrator (who shall be a retired judge) in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. In addition, all questions regarding the arbitrability of the dispute, including whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. I acknowledge and understand that by agreeing to resolve any and all such disputes by arbitration, I am giving up and waiving my right to file a lawsuit in court and have such dispute(s) resolved by a judge or a jury. All arbitration shall take place at the JAMS office located in or closest to Harrison, New Jersey. I irrevocably and unconditionally consent to personal jurisdiction in New Jersey and venue in Hudson County, in any action, including without limitation, petitions to compel arbitration and to enforce that arbitration award, concerning a dispute between the parties or relating to this Release. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.
6. **Severability.** This Release will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.
7. **Compliance with All Rules.** I agree to obey all rules and regulations provided to me by Red Bulls, the MLS/Clubs or any of the other Releasees while on Arena premises.
8. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon me and the Releasors. I agree that this Agreement is intended to be as broad and inclusive as is permitted by New Jersey law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Full Legal Name: _____

Signature: _____ Date: _____