

PAYCOR STADIUM TOUR
PARTICIPANT TERMS AND CONDITIONS

PLEASE READ CAREFULLY. BY REGISTERING AND PARTICIPATING IN THE TOUR, PARTICIPANTS AGREE TO BE BOUND BY THE FOREGOING TERMS, INCLUDING A WAIVER AND RELEASE OF LIABILITY.

1. Purchaser and any individual seeking entry to the Event (as defined below), including minors and all other attendees accompanying purchaser (on whose behalf the purchaser represents they are authorized to act for purposes of agreeing to these terms) (each of the foregoing hereinafter a "Participant" and collectively, the "Participants"), agree that (i) entry into the Event is subject to these terms ("Terms"), and (ii) by purchase, acceptance and/or entry into the Event, each Participant is deemed to have read and understood the Terms, and agreed to be bound by them.

2. Participants voluntarily elect to participate in and/or attend a tour at Paycor Stadium (hereafter referred to as the "Stadium", and located at 1 Paycor Stadium, Cincinnati, Ohio 45202) occurring on Participants' selected tour date and time (the "Event") and understand and agree that Participants may voluntarily participate in certain activities that may involve travel and/or physical activity (including, without limitation, strenuous physical activity) (collectively, the "Activities"). Participants understand that the Activities may include potentially dangerous activities and that participation in and around the Activities can involve certain risks, including but not limited to risks associated with air and/or vehicle travel, the dangerous conditions associated with operating a professional sports venue, slipping, tripping, falling, equipment failure, exposure to extreme and unpredictable weather conditions, exposure to crowds, loud noise, communicable diseases, viruses, bacteria or illnesses or the causes thereof, and other risks related to or associated with the Activities.

Participants further acknowledge and agree that some serious or potentially serious accidents and/or injuries may occur during participation in said Activities, but not limited to psychological injury, pain, suffering, temporary or permanent disability, mortal, permanent or serious personal injuries, and/or property loss or damage. Participants acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of the Releasees (as defined herein) or others, including negligent emergency response or rescue operations of the Releasees. Participants understand that the Releasees cannot guarantee that Participants will not be injured or become infected with any infectious diseases, including COVID, while attending the Event or during their participation in the Activities and that being at the Event and engaging in the Activities may increase their risk of contracting an infectious disease. Participants understand, acknowledge, and consent to potentially being subject to such risks. Participants understand and acknowledge that they are voluntarily participating in the Event and Activities with full knowledge of the risks, dangers, and potential dangers involved and as lawful consideration for being permitted by the Releasees to participate in or attend the Event and Activities, and agrees to all the terms and conditions set forth in these Terms. **BY PARTICIPATING IN THE EVENT, PARTICIPANTS HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR PROPERTY LOSS OR DAMAGE ARISING OUT OF OR FROM ATTENDANCE AT THE EVENT AND PARTICIPATION IN THE EVENT AND ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

3. PARTICIPANTS FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, HAZARDS AND DANGERS related to their participation in the Activities and travel related to the Event, including, without limitation, the risk of bodily injury, the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, any variation of COVID), and the causes thereof, sickness, personal injury, disability, other short-term or long-term health effects, property damage or loss, economic loss and death, which might result not only from his or her own actions, inactions or negligence, but from the actions, inactions or negligence of any others, including, without limitation, the Releasees, as defined herein. Participants agree to accept personal responsibility for any and all damages, liability, and other losses that Participants may incur in connection with the foregoing risks and other risks arising out of or from the attendance and participation in the Event and Activities and any travel related thereto.

4. Knowing the risks of such Event and Activities, and in consideration of being permitted to participate, Participants hereby expressly agree to release, waive, and discharge the Cincinnati Bengals, Paul Brown Stadium Ltd., The Board of County Commissioners, Hamilton County, Ohio, the sponsors, organizers, property owners, transportation providers, law enforcement agencies, and public entities, that are connected with the Activities, and each entities' respective shareholders, directors, officers, employees, sponsors, subcontractors, agents, affiliates and assigns (collectively, the "Releasees"), from and against any and all liability for any harm, injury, damage, property damage, claims, causes of actions, costs, judgments, liens, indebtedness, liabilities demands and expenses of any nature whatsoever, whether now known, hereafter known or unknown, and whether foreseen or unforeseen, which Participants may have or which may hereafter accrue to me (collectively, "Claims"), including but not limited to exposure to COVID-19, property damage and/or loss, personal injury, suffering and death, whether caused by the actual or alleged negligence or carelessness of the Releasees, any rules, regulations or protocols related to the Event or Activities, including but not limited to the Code of Conduct and Tour Policies, or latent or obvious defects in the facilities or equipment used, including the acts of third parties, or otherwise, in any way arising out of their participation in or attendance at the Event or Activities, their presence at the premises where the Event and/or Activities are conducted, or while Participants are in transit to or from the premises where the Event and/or Activities are being conducted. Participants covenant and agree not to make or bring any such Claims against the Releasees and forever release and

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discharge the Releasees from liability under such claims. Participants further understand that if they attempt to sue or otherwise bring such Claims against any Releasees in violation of these Terms, Releasees may seek to recover all of their costs, including legal fees, and Participants covenant and agree to pay such costs, including such legal fees, incurred as a result of any such lawsuit or other Claims any Participant bring against the Releasees in violation of these Terms.

5. Participants shall each defend, indemnify, and hold harmless the Releasees from and against any and all losses, damages, liabilities, deficiencies, penalties, fines, costs, any and all Claims, and expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any Claims of a third party related to their participation in, or attendance of the Event and/or Activities.

6. By participating in the Event, Participants represent and warrant that they are in good health and proper physical condition to safely participate in the Activities and that they do not have any psychological, medical or other conditions that would: (i) be aggravated by their participation in the Event and Activities; (ii) impair their ability to participate in the Event and Activities and the travel related thereto; or (iii) make their participation in the Event and Activities unsafe or otherwise inappropriate. Participants acknowledge that it is each of their sole responsibility to make such determination with the advice of each of their own physicians and that they are each solely responsible for each of their own well-being at all times while participating in the Event and Activities. Participants understand and agree that the Releasees may not have medical personnel available or readily available at the location of the Event or Activities. Participants agrees that the Releasees are granted permission to authorize emergency medical treatment, and that such action by the Releasees shall be subject to the terms of this Release. Participants each hereby consent to receive medical treatment deemed necessary if they are injured or requires medical attention during each of their participation in the Event and/or Activities, and covenant and agree that they are solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. If any Participant suffers any injury arising from the Activities, such Participant consents and agrees to the release of such Participant's name and medical information by any third party to the Releasees and their insurance carriers and hereby release, forever discharge, and hold harmless the Releasees from any claim based on such treatment or other medical services. Participants understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such emergency medical treatment.

7. It is expressly intended that these Terms bind the members of each Participant's family and spouse, if such Participant is alive, and such Participant's estate, heirs, next of kin, administrators, legal and personal representatives, successors and assigns, if such Participant is deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Releasees.

8. Participants also grant the Cincinnati Bengals the perpetual, irrevocable, worldwide right and license to use, copy, modify, broadcast, distribute, transmit, display, perform, present, create works and derivative works, and otherwise use such Participants' name, likeness, image, voice, comments and/or appearance taken or made in connection with each of their participation in or attendance at the Event and/or Activities, including any photographs, video recordings, film recordings, audio recordings, digital images, illustrations, reproductions, or digital replicas or digital reproductions of such, (collectively "Images") for any and all Cincinnati Bengals' uses, including but not limited to use to promote, advertise or market the Cincinnati Bengals or its affiliates and partners. The use of the Images by the Cincinnati Bengals includes, but is not limited to, newsletters, publications, electronic on-line services, advertisements, uses on social media platforms, any type of reproduction, including reproductions on merchandise or other printed materials and any digital reproductions, or uses in other promotional material in any form, content or medium (whether now or hereafter existing), including the internet. Participants each covenant and agree that the Cincinnati Bengals is entitled to complete ownership of such Images, including the entire copyright and any other intellectual property rights therein, that the Cincinnati Bengals may grant a license to any other parties to use the Images, and that this consent and release is irrevocable. Participants each hereby covenant and agree to waive any right, title, and interest such Participant may now have or may ever have in and to the Images and specifically covenant and agree not to assert or enforce any such right, title, or interest. Participants each further waives any right to notice of use of the Images and/or to inspect, modify, or approve any intermediary versions(s) or finished versions(s) of the use of the Images.

Participants understand, acknowledge, and agree that they will not receive any payment, compensation, or remuneration for the use of such Images by the Cincinnati Bengals in any manner. Participants also expressly release, waive, and hold harmless the Cincinnati Bengals from any and all demands, actions, claims, causes of action, licensees, royalties, or any form of payment to any Participant or any Participants' agents, representatives, heirs, or assigns may have arising out of or relating to any use by the Cincinnati Bengals of any of the Images, including, but not limited to, claims relating to privacy, publicity, notoriety or any other rights.

9. Participants agree to participate in the Activities in a manner that will not endanger themselves or others. Participants covenant and agree that they will (i) abide by any decision of Event and Activities officials relative to each of their ability to safely participate in the Event and Activities; and (ii) always exhibit appropriate behavior while present at the Event and participating in the Activities. Participants acknowledge and agree that Event or Activities officials may dismiss any Participant without refund or compensation, should any Participant's behavior, in the sole discretion of such officials, endanger the safety of or negatively affect the Event, Activities or any person, facility, or property related thereto. Participants further covenant and agree that they will comply with all federal, state, and local laws, orders, directives, and guidelines, and that they will comply will all rules, regulations or protocols from any of the

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Releasees, whether delivered in orally or in writing, including but not limited to the Code of Conduct and Tour Policies. Participants further acknowledge and agree that the Releasees will not be responsible for cancellations, delays, or reschedules, including, without limitation, changes in itineraries or cancellations of the Event or Activities or any travel related thereto. Additionally, Participants agree that the Releasees cannot be held liable for damage, theft, or loss of any personal property during the Event or Activities. Participants acknowledge and agree that except as specifically stated otherwise by the Releasees in the Event description, Participants are responsible for all costs and expenses associated with participation in the Event and Activities and any travel required.

10. Participants further agree that these Terms are intended to be as broad and inclusive as permitted under the laws of the State of Ohio. If any term or provision of these Terms shall be held illegal, unenforceable or in conflict with any law governing these Terms, the validity of the remaining portions shall not be affected thereby. Participants further agree that any legal proceedings related to these Terms will take place exclusively in Hamilton County, Ohio.