RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the Big Flag Experience on March 18,2023(the "Event") at Rocket Mortgage FieldHouselocated at 1 Center Ct. Cleveland, OH 44115 (the "Venue"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of themselves or their child/ward, as specified below ("Participant"), hereby:

(i) (a) agrees that prior to participating in the Event, Participant will inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately advise a representative of Cavaliers Hockey Holdings, LLC ("CHH") of such condition(s) and refuse to participate until such condition(s) is corrected and further agrees to perform a self-assessment for COVID-19 symptoms and will not enter the Venue or participate in the Event if such symptoms are detected or suspected;

(b) acknowledges and fully understands that Participant will be engaging in activities that could involve risk of serious injury or disease (including severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is also known as COVID-19 ("COVID-19")), including permanent sports disability and death, and severe social and economic losses which might result not only from Participant's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, the rules of play of the Event, the condition of the premises, or any equipment used, and that there may be other risks not known to Participant or not reasonably foreseeable at this time, and freely and voluntarily assumes all of the foregoing risks and accepts complete responsibility for any and all damages, costs, and losses in connection with such injury, permanent disability, or death;

(ii) releases, waives, holds harmless, and forever discharges the Released Parties (as defined below) from and against all causes of action or claims (actual and alleged) of damages (including for any damages arising out of joint and several liability), costs, or losses for death, personal injury, permanent disability, disease contraction (including, without limitation, COVID-19), or loss or property damage, which Participant may have or which may hereafter accrue to Participant, arising from (in whole or in part) Participant's participation in or otherwise in connection with the Event, and which may be asserted by Participant or on Participant's behalf against (a) CHH, Cavaliers Holdings, LLC, Cavaliers Operating Company, LLC, the American Hockey League and its Member Teams, and each of their respective members, owners, directors, officers, managers, employees, contractors, licensees, designees, agents, representatives, successors, and assigns; and (b) other Event participants, operators, vendors, sponsoring agencies, sponsors, advertisers, and owners and lessees of the premises used in connection with the Event ((a)-(b) are referred to collectively herein as the "Released Parties");

(iii) covenants and agrees never, individually or with any person or in any way, to commence, aid in any way, prosecute or cause or permit to be commenced or prosecuted against any Released Party any action or other proceeding, including, without limitation, an arbitration or other alternative dispute resolution procedure, based upon any claim, demand, cause of action, obligation, damage, or liability arising out of or otherwise in connection with the Event or this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT;

(iv) agrees that Participant poses, words, and performances during the Event will be in good taste and will not reflect negatively on the image, reputation, or business of the Released Parties and further agrees to indemnify, defend, and hold harmless each of the Released Parties from any loss, liability, damage, or cost that may incur arising from (in whole or in part) Participant's participation in or otherwise in connection with the Event, whether caused by the negligence of any Released Party or otherwise;

(v) grants full rights and permission to each of the Released Parties, with no obligation to compensate Participant, to use Participant's persona, including Participant's name, voice, signature, statements, image, likeness, distinctive appearance, biographical data, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of Participant's performance(s) during the Event in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (collectively, the "Materials") (including any promotion or advertising of the Materials), and represents that Participant has the right to grant such permission; and

(vi) expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, USA (which shall govern this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising from the Event or this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, Participant consents and submits to the exclusive jurisdiction of all federal and state courts located in the State of Ohio, USA.

PARTICIPANT HAS READ, FULLY UNDERSTANDS, AND VOLUNTARILY AGREES TO THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement contrary to anything contained herein may have been made by CHH or any of its agents or representatives. **If not signed by a parent or legal guardian below, Participant represents that Participant is eighteen (18) years of age or older, and acknowledges that they have read and fully understands the foregoing, and that CHH and each of the other Released Parties are relying on the grant of rights contained herein.**

***AGREED TO AND ACCEPTED BY PARTICIPANT*:**

Name (please print)	Signature	Date	Age
Phone	Address		

PARENT/LEGAL GUARDIAN (*required if Participant is less than 18 years of age*): I affirm that I am the parent and/or legal guardian of Participant and that I have the full and complete authority to sign this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of Participant. I have read, fully understand, and voluntarily agree to the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

***AGREED TO AND ACCEPTED BY PARENT/LEGAL GUARDIAN*:**

Name (please print)	Signature	Date	Age
Phone	Address		