

**FISERV FORUM RELEASE AGREEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, I, the undersigned "Participant", on behalf of myself and/or minor child, hereby hold harmless, release, waive, discharge and covenant not to sue or bring claim against Deer District LLC, Milwaukee Bucks, LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., The National Basketball Academy Basketball, Fiserv, Inc. ("Fiserv"), and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (the "Released Parties") from and against any and all claims, causes of action, or demands, including, but not limited to, those arising out of or relating to the negligence of the Released Parties relating to or arising out of my participation with \_\_\_\_\_ at Fiserv Forum, 1111 Vel R. Phillips Avenue, Milwaukee, Wisconsin 53203 on or around \_\_\_\_\_ (the "Activity"), and further agree to defend and indemnify the Released Parties for any claims, damages or causes of action relating to or arising out of the Activity.

**I expressly assume all risk of injury or illness (including, without limitation, permanent disability and death), virus and disease contraction (including, without limitation, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is also known as COVID-19 ("COVID-19"), as well as any mutation, adaptation or variation thereof), relating to or arising out of my voluntary participation in the Activity, howsoever caused or arising and whether by all acts of negligence, including, but not limited to, negligence of the Released Parties or otherwise, and accept personal responsibility for the damages following such injury, permanent disability, virus or disease contraction or death; however, this agreement shall not waive liability for intentional or reckless acts committed by the Released Parties.** If a medical emergency arises, then I grant permission to the Released Parties' designated personnel to administer first aid to and/or to obtain emergency medical treatment for myself. I fully understand that (i) no precautions, including the protocols implemented from time to time by Deer District LLC, its affiliated entities and/or third parties (including, but not limited to, federal and state governmental agencies and local health authorities) can eliminate the risk of exposure to COVID-19, (ii) people of all ages and health conditions can be and have been adversely affected by COVID-19 according to public health authorities and (a) people with certain underlying medical conditions are or may be especially vulnerable and (b) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members and other contacts, and (iii) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

I RECOGNIZE, UNDERSTAND AND APPRECIATE THERE ARE INHERENT DANGERS ASSOCIATED WITH THE ACTIVITY TO WHICH I MAY BE EXPOSED (INCLUDING TO POTENTIALLY HAZARDOUS CONDITIONS) AND I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, ILLNESS, PARALYSIS, VIRUS OR DISEASE CONTRACTION, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITY.

I grant full permission to the Released Parties, by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to me or anyone on my behalf, my name and likeness, and any photographs, videotapes, motion pictures, recordings, or other record of the Activity (or any part or parts of my Activity) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the Released Parties to use the Activity as provided herein.

I further represent and warrant that: (i) I have read each of the above paragraphs carefully, and I acknowledge that I have the opportunity, if I wish, to discuss and negotiate any of the terms contained herein; and (ii) I have full authority to execute this Fiserv Forum Release Agreement and do so with full knowledge of the facts and circumstances surrounding the Activity and the substantial rights that I am granting and giving up herein.

**Signature (Participant):** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

*If a Participant is less than 18 years of age, this Fiserv Forum Release Agreement must be signed by Participant's parent(s) or legal guardian(s):*

**Signature:** \_\_\_\_\_ **Parent/Guardian**                      \_\_\_\_\_ **Parent/Guardian**

**Print Name:** \_\_\_\_\_