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**HOF VILLAGE NEWCO, LLC**  
**WINTER BLITZ**  
**WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY ACTIVITY AT THE WINTER BLITZ BEING HELD AT TOM BENSON HALL OF FAME STADIUM IN HALL OF FAME VILLAGE (THE "FACILITY"), INCLUDING, BUT NOT LIMITED TO, TUBING DOWN THE SLED HILL, THE UNDERSIGNED UNDERSTANDS, ACKNOWLEDGES, AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS. IF PARTICIPANT IS UNDER AGE 18, THE UNDERSIGNED PARENT/LEGAL GUARDIAN OF PARTICIPANT, GRANTS PERMISSION FOR PARTICIPANT TO PARTICIPATE IN ANY SUCH ACTIVITY.

- 1) My participation in this activity involves the significant risk of serious injury, including the potential for concussions and other injuries, permanent paralysis and death. While adherence to particular rules and requirements may reduce the risk of possible injury, the risk of serious injury and death remains.
- 2) My participation in this activity also involves the possible exposure to and illness from infectious and/or communicable diseases including, but not limited to, COVID-19, MRSA, influenza, and other infectious or communicable diseases. While adherence to particular rules and requirements may reduce the risk of possible exposure, the risk of serious illness and death remains.
- 3) I knowingly and freely ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees (defined below) or others and assume full responsibility for my participation.
- 4) I hereby RELEASE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HOF Village Newco, LLC ("HOFV") its associated entities, officers, agents, and/or employees, other participants, activity holders, sponsors, and volunteers ("Releasees") from and against any and all claims and damages, including illness, disability and death and or loss or damage to person or property instituting or arising out of my involvement or participation in the activity at the Facility, regardless of the cause, to the fullest extent permitted by law.
- 5) I SHALL NOT BRING ANY CLAIM against Releasees which claims concern or are connected in any way with death, injury, illness, damage or loss arising from my involvement or participation in the activity, whenever or however they occur.
- 6) I represent that I am qualified, in good health, and in proper physical condition to participate in such activity.
- 7) I grant permission to HOFV, to have unlimited rights, without charge, to use my likeness in photos, videos, recordings and in all media now known or hereafter created to be used and distributed in perpetuity for promotional and publicity purposes. I do hereby authorize HOFV and its assigns to utilize any and all photographs, pictures or other likeness of me, as they deem appropriate in its promotional materials or videos. I understand and agree that by attending an event and/or participating in this activity at the Facility, I release HOFV, and their staff, from any liability arising from the use of said likeness.
- 8) I agree to comply with any and all federal, state, local and Facility rules or regulations including, but not limited to, those related to health, safety and/or the spread of a contagious disease.

**I acknowledge: that I have read and fully understand this Waiver and Release of Liability and accept and agree to its terms voluntarily; that I have given up substantial rights by signing it; that I have the right to sign it either as a participant of 18 years of age or older or as the guardian or parent for the participant who is a minor and not yet 18 years of age.**

Printed Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Legal Guardian: \_\_\_\_\_

(if Participant under 18)

Date: \_\_\_\_\_

Signature of Legal Guardian: \_\_\_\_\_