

SAM HUBBARD FOUNDATION FOWLING TOURNAMENT TICKET TERMS & CONDITIONS

HOLDER UNDERSTANDS AND ACCEPTS THE RISK OF ILLNESS AND/OR INJURY ASSOCIATED WITH ATTENDING THIS EVENT.

By using a ticket (“**Ticket**”) to the 2024 Sam Hubbard Foundation Fowling Tournament (“**Event**”) at The Fowling Warehouse (or any other venue in which the 2024 Sam Hubbard Foundation Fowling Tournament may be hosted) (collectively, and together with surrounding areas, including parking lots, the “**Venue**”), Ticket holder (“**Holder**”), on his/her/their own behalf and on behalf of (i) any other accompanying party for whom Holder retains a ticket to attend the Event with Holder (each of whom Holder represents have authorized Holder to act on their behalf in accepting the applicable Ticket terms) (collectively, an “**Accompanying Party**”), agrees to the following terms and conditions (the “**Agreement**”). The Sam Hubbard Foundation (“**Charity**”) may change the terms of the Agreement at any time, without notice, and Holder’s and/or Accompanying Party’s use of the Ticket(s) after such change is posted will mean that Holder and Accompany Party accept such change(s). Holder is solely responsible for reading and understanding the Agreement before using the Ticket and/or those of any Accompanying Party.

Holder agrees that the Sam Hubbard Foundation and each of their subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control of the Charity or their partners, shareholders, directors, officers, employees and agents of the foregoing entities (collectively, the “**SHF Entities**”) and certain current and future sponsors and licensees of such SHF Entities will have the unrestricted right and license to use Holder’s image, likeness, name, voice, comments and/or other proprietary or public rights and/or those of any Accompanying Party in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual and/or other recording taken in connection with the Event or other transmission, distribution, public performance, or reproduction in whole or in part of the Event, for all purposes, worldwide, in perpetuity, and in any and all media now or hereafter known, without compensation. The rights granted herein are assignable.

Holder and Accompanying Party are subject to the rules and policies of the Venue, and Holder (i) consents on behalf of Holder and Accompanying Party to allowing the Charity or its designated agents to inspect Holder’s and/or any Accompanying Party’s person and/or any bags, clothing, or other articles for health, safety and security purposes, whether by walk-through metal detection, handheld metal detection, bag checks or other reasonable measures; **(ii) consents on behalf of Holder and Accompanying Party to health-related requirements for attendance that are now or may later be established by the Charity or SHF Entities, including any requirements pertaining to disease or virus testing, vaccinations, the wearing of masks and/or social distancing (the “Health-related Conditions”)** and (iii) acknowledges and agrees that Holder and/or any Accompanying Party may be denied entry to or ejected from the Event if Holder and/or any Accompanying Party fail to adhere to Health-related Conditions and/or is/are in possession of any item or exhibit/exhibits any condition that the Charity or SHF Entities consider potentially dangerous, hazardous, inappropriate and/or injurious to other patrons, and any prohibited items may be confiscated. Holder consents to health and security searches and/or screening of Holder and/or any Accompanying Party and waives any claims that Holder and/or any Accompanying Party might have against the Released Parties (as defined herein). Holder acknowledges that the Charity has no liability for damage, loss, or injury Holder’s and/or any Accompanying Party’s person or property.

ALL EVENT TIMES ARE SUBJECT TO CHANGE. THE CHARITY IS NOT RESPONSIBLE FOR LOST, STOLEN OR DUPLICATED TICKETS.

Holder assumes all risk associated with the purchase of any ticket(s) from anyone other than the Charity or its designated agents. Tickets may not be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes without the express written consent of the Charity. In addition to restrictions on the sale of a Ticket as set forth by the Charity, no offer to resell or

resale of a Ticket is permitted to the extent prohibited by any applicable federal, state or local law or regulation.

ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

HOLDER RECOGNIZES THAT ATTENDANCE OF HOLDER AND ANY ACCOMPANYING PARTY AT THE EVENT IS VOLUNTARY AND MAY RESULT IN ILLNESS, PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE AND AGREES TO STAY ALERT AND REMAIN AWARE OF HIS/HER SURROUNDINGS AND THE SURROUNDINGS OF ANY ACCOMPANYING PARTY. BY USING THE TICKET OR BY ATTENDING, OBSERVING OR PARTICIPATING IN THE EVENT, HOLDER, ON BEHALF OF HOLDER AND ANY ACCOMPANYING PARTY, ACKNOWLEDGES AND ASSUMES ALL RISKS, HAZARDS AND/OR DANGERS ASSOCIATED WITH HOLDER AND/OR ANY ACCOMPANYING PARTY (I) BEING A SPECTATOR BEFORE, DURING, AND AFTER THE EVENT (INCLUDING ALL WARM-UPS, PRACTICES, PRE-EVENT, POST-EVENT AND BETWEEN-GAMES OR INTERMISSION ACTIVITIES, PROMOTIONS AND COMPETITIONS) AND/OR (II) ATTENDING, OBSERVING OR PARTICIPATING IN THE EVENT, IN EACH CASE, WHETHER ANY SUCH RISK, HAZARD AND/OR DANGER OCCURS PRIOR TO, DURING OR SUBSEQUENT THERETO, INCLUDING BUT NOT LIMITED TO THE DANGER OF BEING INJURED BY THROWN BALLS; THROWN OR HIT PINS; THROWN, DROPPED, OR LAUNCHED ITEMS; PROJECTILES; PERSONS; ANIMALS; OTHER HAZARDS OR DISTRACTIONS; AND ANY INCIDENTS, ACCIDENTS OR ILLNESS ASSOCIATED WITH CROWDS OF PEOPLE OR THE ACTIONS, NEGLIGENCE OR MISCONDUCT OF OTHER SPECTATORS.

THE FOREGOING RISKS SET FORTH ABOVE INCLUDE ALL RISKS THAT ARE IN ANY WAY RELATED TO OR ARISING FROM BEING EXPOSED TO OR CONTRACTING COVID-19 OR ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF, THE CORONAVIRUS THAT CAUSES COVID-19, AND/OR ANY OTHER COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSES THEREOF (A "**COMMUNICABLE DISEASE**") IN THE VENUE. ACCORDINGLY, BY USING THIS TICKET, HOLDER IS ACKNOWLEDGING AND CONFIRMING, BOTH NOW AND IN THE FUTURE, THAT HOLDER UNDERSTANDS AND EXPRESSLY ASSUMES THE RISK THAT HOLDER AND ANY ACCOMPANYING PARTY MAY BE EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE. HOLDER EXPRESSLY UNDERSTANDS THAT THESE RISKS INCLUDE CONTRACTING COVID-19 OR OTHER COMMUNICABLE DISEASE AND THE ASSOCIATED DANGERS, MEDICAL COMPLICATIONS AND PHYSICAL AND MENTAL INJURIES, BOTH FORESEEN AND UNFORESEEN, THAT MAY RESULT FROM CONTRACTING COVID-19 OR OTHER COMMUNICABLE DISEASE. HOLDER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT ANY INTERACTION WITH THE GENERAL PUBLIC POSES AN ELEVATED, INHERENT RISK OF BEING EXPOSED TO AND CONTRACTING COMMUNICABLE DISEASE, INCLUDING, BUT NOT LIMITED TO, COVID-19, THAT IT CANNOT BE GUARANTEED THAT HOLDER OR ANY ACCOMPANYING PARTY WILL NOT BE EXPOSED, AND THAT AS SUCH, POTENTIAL EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE ARE RISKS INHERENT IN HOLDER'S DECISION TO USE THIS TICKET THAT CANNOT BE ELIMINATED.

HOLDER, ON BEHALF OF HOLDER, ANY ACCOMPANYING PARTY AND THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THEIR BEHALF ("**RELATED PERSONS**"), AGREES THAT (A) THE SHF ENTITIES (INCLUDING, BUT NOT LIMITED TO THE CHARITY), (B) THE SHF ENTITIES' RESPECTIVE PAST, PRESENT AND FUTURE LICENSEES, SPONSORS, AND VENDORS, AND ALL OF THEIR SUCCESSORS AND ASSIGNS, (C) ALL OTHER SAM HUBBARD FOUNDATION RELATED ENTITIES, (SUBSECTIONS (A) THROUGH (C), COLLECTIVELY, THE "**RELEASED PARTIES**"), WILL NOT BE RESPONSIBLE FOR AND FURTHER WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE THE RELEASED PARTIES WITH RESPECT TO THE FOLLOWING "**RELEASED CLAIMS**": ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, (A) USE OF THIS TICKET, (B) PRESENCE AT THE VENUE OR (C) PARTICIPATION IN THE EVENT OR ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY ANY OF THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF OR RELATE TO:

(1) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF THE RELEASED PARTIES;

(2) THE INHERENT RISKS ASSOCIATED WITH VISITING THE VENUE, INCLUDING, WITHOUT LIMITATION (X) ALL CLAIMS FOR PERSONAL INJURIES, WRONGFUL DEATH OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER, ANY ACCOMPANYING PARTY OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER OR ANY ACCOMPANYING PARTY; AND (Y) ALL CLAIMS IN CONNECTION WITH THE APPLICATION OF ANY HEALTH AND SAFETY RULES TO HOLDER OR ANY ACCOMPANYING PARTY; AND

(3) INVASION OF PRIVACY, DEFAMATION, VIOLATION OF ANY RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR ANY OTHER CAUSE OF ACTION ARISING OUT OF THE PRODUCTION, REPRODUCTION, DISTRIBUTION, TRANSMISSION, PUBLICATION, PUBLIC PERFORMANCE, BROADCAST OR EXHIBITION OF ADVERTISEMENTS, PROMOTIONS, CONTENT, PROGRAMS AND/OR MATERIALS IN WHICH RECORDINGS OR PHOTOGRAPHS OF HOLDER OR ANY ACCOMPANYING PARTY MINOR(S) FROM THE EVENT APPEAR

HOLDER IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF (I) ANY MINOR AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN AND/OR (II) ANY OTHER ACCOMPANYING PARTY AS AN AUTHORIZED AGENT. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF (A) ANY MINOR, HOLDER SHOULD IMMEDIATELY LEAVE THE BALLPARK WITH SUCH MINOR AND/OR (B) ANY OTHER ACCOMPANYING PARTY, THEN THE ACCOMPANYING PARTY IS NOT AUTHORIZED TO ATTEND THE EVENT WITHOUT SEPARATELY PURCHASING A TICKET TO THE EVENT.

THE ACKNOWLEDGEMENTS AND EXPRESS ASSUMPTIONS OF RISK, WAIVERS OF CLAIMS, AND RELEASES OF LIABILITY CONTAINED HEREIN ARE INTENDED TO BE BINDING AND FULL WAIVERS OF CLAIMS AND RELEASES OF LIABILITY, AND INTERPRETED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, INCLUDING WITH RESPECT TO ANY CONTROVERSY, CLAIM OR DISPUTE THAT MAY ARISE. IF ANY PART HEREOF IS HELD TO BE INVALID OR LEGALLY UNENFORCEABLE FOR ANY REASON, THE REMAINDER OF THE AGREEMENT SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN VALID AND FULLY ENFORCEABLE.

HOLDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL DEMANDS, SUITS, CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), EXPENSES AND LIABILITY ARISING OUT OF, INCIDENTAL TO OR RELATED IN ANY WAY TO (I) HOLDER'S AND/OR ACCOMPANYING PARTY'S ATTENDANCE AT, OBSERVATION OF, AND/OR PARTICIPATION IN THE EVENT, (II) HOLDER'S AND/OR ACCOMPANYING PARTY'S ACTS OR OMISSIONS, OR (III) HOLDER'S BREACH OF ANY OF THE TERMS, CONDITIONS OR REPRESENTATIONS MADE IN THE AGREEMENT.