

## SWISS PREPARATORY SPORTS ACADEMY SÀRL

### ARBITRATION AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS ARBITRATION AND WAIVER OF LIABILITY AGREEMENT (“**AGREEMENT**”) HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF LIABILITY PROVISION.

In consideration of permitting me or my child/ward listed below, as applicable (“**Participant**”) to participate in the “Swiss Preparatory Sports Academy program” (“**Program**”) and to participate in the basketball training sessions, scrimmages, tournaments, contest(s) (each, a “**Contest**”), domestic and international travel, and other activities that will take place as part of the Program (collectively, the “**Activities**”) and to enter and remain at the primary Program facility and any other site(s) in which the Activities occur (including all surrounding parking areas, pedestrian plazas and entryways, the “**Activity Site(s)**”), the undersigned, on behalf of myself, Participant, and my and Participant’s personal representatives, heirs, assigns, executors, administrators, next of kin and other persons acting or purporting to act on my, Participant’s or their behalf (collectively “**Related Parties**”), hereby acknowledge and agree as follows:

#### Article 1 – Acknowledgments of COVID-19 and Other Risks

I fully understand that (a) the novel coronavirus SARS CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “**COVID-19**”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by Swiss Preparatory Sports Academy (“**SPSA**”) and/or third parties (including, but not limited to, any third party Program operator(s), the Swiss National Basketball Association, and governmental agencies) (collectively, the “**Activity Site Protocols**”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; (d) 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 fully understand and knowingly and voluntarily assume all risks related to Participant’s participation in the Activities and traveling to, entrance to, and presence at any Activity Site(s), which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death, which might result not only from my or Participant’s own actions, inactions or negligence, but from actions, inactions or negligence of any of the Released Parties (as defined below), except for fraud or willful misconduct. I accept personal responsibility for any and all damages, liability, and other losses that I, Participant or any of the Related Parties may incur in connection with the foregoing risks.

Article 2 – Release, Waiver of Liability, and Covenant Not to Sue

- (A) ON BEHALF OF MYSELF, PARTICIPANT, AND EACH OF THE RELATED PARTIES, HEREBY KNOWINGLY AND VOLUNTARILY RELEASE, WAIVE AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR DAMAGES, CLAIMS ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF DAMAGE TO PROPERTY, WHICH I, PARTICIPANT OR ANY OF THE RELATED PARTIES MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) PARTICIPANT'S EXPOSURE TO COVID-19; (II) PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, (III) PARTICIPANT'S TRAVEL TO OR PRESENCE WITHIN THE ACTIVITY SITE(S) OR COMPLIANCE WITH ANY ACTIVITY SITE PROTOCOLS; OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN ARTICLE 1, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT.
- (B) For the purpose thereof, the "Released Parties" are: (I) SPSA and its member teams, and each of their respective affiliates, administrators, designees (including any third party program operator(s), licensees, agents, players, coaches, owners, officers, directors, employees, contractors and other personnel); (II) the owners, lessees and sublessees of any activity sites; (III) any third parties present at or from time to time brought to any activity site(s) (including, without limitation, SPSA's business partners and medical personnel or vendors or other personnel performing services at any activity site); and (IV) any parents, subsidiaries, affiliate and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

Article 3 – Grant of License

I hereby acknowledge agree that Participant's acts, poses, words and performances during the Activities (including, without limitation, any material posted on any social media network) will be in good taste and will not reflect negatively on the image, reputation or business of the Released Parties, and grant full permission to each of the Released Parties (and each of their designees, agents and licensees), with no obligation to compensate me, Participant or any Related Party, to utilize for any purpose (including, without limitation, commercial purposes) Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live recorded audio, video, film or photographic display or other transmission, exhibition, publication or reproduction made of, or in connection with, the Activities in any medium, whether not known or hereafter created, or context, without further authorization or compensation, and represent that the undersigned has the right to grant such permission on behalf of Participant.

#### Article 4 – Contests

I hereby acknowledge and agree that (a) Participant's refusal to accept any prize from any Contest or other activity shall constitute a forfeiture of that prize and shall release the Released Parties from any and all obligations in connection with such prize; (b) Participant is responsible for and shall pay all applicable taxes on any and all cash and/or prizes in connection therewith; (c) Participant will indemnify and hold the Released Parties harmless against any liability for any such taxes and agree that any of the Released Parties may deduct or require payment of any such tax before delivery of a prize; and (d) Participant shall be solely responsible for all expenses, risks and liabilities relating to any travel undertaken by Participant in connection with Participant's acceptance or use of any prize, unless otherwise expressly agreed by SPSA.

Furthermore, Participant fully acknowledges, appreciates and understands the risk that Participant's participation in any contest, acceptance of any prizes and/or SPSA's use of the contest-related materials could affect any high school or intercollegiate athletic eligibility that Participant may have, and **PARTICIPANT FULLY ASSUMES SUCH RISK AND RELEASES THE RELEASED PARTIES FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH FAILURE TO BE ELIGIBLE FOR HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC COMPETITION, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT.**

#### Article 5 – Governing Law

I agree that this Agreement shall be governed by Swiss law, without regard to choice of law principles.

#### Article 6 – Arbitration Agreement

I agree that (a) any current or future claim, action or proceeding between me and/or Participant, on the one hand, and any of the Released Parties, on the other hand, arising out of or relating to this Agreement, or Participant's presence at any Activity Site(s) or participation in the activities (collectively, "**The Claims**"), must be submitted for confidential, final and binding arbitration to the Court of Arbitration for Sport ("**CAS**") in Lausanne; (b) the arbitration shall proceed before a single arbitrator, (c) the arbitration shall be conducted in accordance with the CAS Code of Procedural Rules ("**CAS Code**"); (c) the language of the procedure shall be English; (d) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision; (e) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (f) judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction; and (g) any arbitration conducted pursuant to this Agreement shall take place in Lausanne, Switzerland.

#### Article 7 – Severability

**SWISS  
PREPARATORY**  
SPORTS ACADEMY

I agree that if any provision or part of thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding,

\* \* \*

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT;** understand its terms, including that I and Participant are hereby giving up substantial legal rights; understand that it is a material inducement for Participant's being permitted to participate in the Activities and to enter and be present at any Activity Site(s) and that the SPSA Parties and other Released Parties are relying upon it; and further agree that no oral representations, statements or inducement contrary to anything contained herein have been made by SPSA or any of its employees or agents or any of the other Released Parties.

If not signed by a parent or legal guardian below, I represent that I am eighteen (18) years of age or older, I acknowledge that SPSA and each of the Released Parties is relying on the grant of rights contained herein, and I agree and understand that I will be deemed to be Participant for all purposes hereunder.

If signed by a parent or legal guardian, the parent or legal guardian has explained the risk of participating in the Activities, entering and being present in any Activity Site(s) and safety rules (including any Activity Site Protocols) to Participant and Participant understands the inherent risks and agrees to follow all rules of participating.

AGREED TO AND ACCEPTED:

Name of participant and name of parent/guardian:	Signature of Participant (or parent/guardian if Participant is under 18 years of age):	Home Address:	Age of Participant:	Date:
<u>Participant Name:</u>				
<u>Parent/Guardian name:</u>				