

### THE WORLD GAMES 2022 PARTICIPANT WAIVER

**PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

By participating in The World Games 2022 (the “Event”) as an athlete, coach, referee, trainer, official, judge, or similar capacity (each a “Participant”), I understand and agree to be bound by these Terms and Conditions, Release, and Waiver of Liability (“Terms”). I understand that this is a release of certain rights—including my right to sue—in favor of TWG 2021 Birmingham Foundation, and the directors, officers, employees, and agents thereof (collectively “TWG”), as well as those entities and individuals listed in the section of these Terms titled, “Release and Waiver of Liability & Promise Not to Sue”.

I hereby attest that, after reading these Terms completely and carefully, I desire to participate in the Event as a Participant and engage in the activities related to being a Participant (the “Activities”) in the Event. These Activities do not arise out of or in the scope of my employment with any company affiliated with TWG. I understand that the Activities, for illustrative purposes only, may include the following: competing as an athlete in the Event, serving as a coach to an athlete in the Event, refereeing or judging the Event, serving as a trainer at the Event, staying in provided housing for the Event, eating provided meals during my stay for the Event, participating in press opportunities, and traveling to and from the venues.

**1. Certification.** I represent that I or any minor for whom I am legally responsible (if applicable) (my “Minor” and, together with myself, “I”, “me”, or “myself”): understands the nature of the Activities; meets the minimum eligibility requirements (if any); is in good health and proper physical condition to participate in the Activities; does not have any known illnesses, ailments, physical limitations, or conditions that may affect my ability to safely participate in the Activities; and am not currently, nor will I be when participating in the Activities, under the influence of alcohol and/or any other legal or illegal drugs that may impair my ability to safely participate in the Activities. I understand that if I have any questions about whether I am in proper physical condition and/or whether I have any injuries, illnesses, or other conditions that may affect my ability to safely participate in the Activities, it is my responsibility to consult a physician before participating. I represent that I will follow and/or adhere to all policies, procedures, practices, codes of conduct, protocols, and/or requirements of any nature, as amended, that apply or that TWG may make applicable, in its sole discretion, to the Activities or to me and my Minor in our respective roles as a Participant.

**2. Assumption of Risk.** I fully understand that the Activities may involve inherent and other risks, hazards, and dangers to myself, property, and other people that may include but are not limited to: misinformation and instructions or the lack thereof, defective equipment, facilities, or premises related to the Activities, temperature, vehicular traffic, weather, lack of hydration, property damage, serious emotional trauma and/or bodily injury, physical injury, disability (temporary, permanent, or otherwise), dismemberment, death, acts of terrorism, inability or complications related to repatriation or otherwise leaving the United States of America and/or State of Alabama (regardless of cause, including, for illustrative purposes only, crisis, war, strike, a disruption in diplomatic relations, or other international conflict of any

type or nature), criminal activity, illness (including without waiver illness resulting from exposure to bacteria, viruses, foodborne illness, infectious diseases, and/or communicable diseases arising from or related to my participation in the Activities, such as, without limitation, the disease COVID-19, as defined by the World Health Organization and any strains, variants, or mutations thereof, and SARS-CoV-2, the virus that can cause COVID-19), unavailability of immediate medical attention, scrapes, cuts, bruises, bites, stings, broken bones, sprains, adverse weather conditions, my own actions, inactions, and/or negligence, and/or the actions, inactions, and/or negligence of other Participants and/or TWG. I understand that there may be risks that are not known or reasonably foreseeable at this time. **I agree freely and voluntarily to participate in the Activities in spite of the inherent risks. I acknowledge the above risks and fully accept and assume all risks and all responsibility for losses, costs, and damages that I may incur as a result of my participation in the Activities.** I understand that the Released Parties (defined in the next paragraph) are not responsible for lost or stolen articles at the Event.

**3. Release and Waiver of Liability & Promise Not to Sue.** I, on behalf of myself, my Minor, my family member(s), my personal representatives, heirs, executors, administrators, estate, assigns, and any and all other similar persons and entities (collectively and individually, the "Releasing Parties") **HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE** TWG, the sponsors and hosts of TWG and of the Event, the venues of the Event, the broadcasters and/or streamers of the Event, the medical and healthcare service providers of TWG and of the Event, the concessionaires of TWG and of the venues of the Event, the International World Games Association, the City of Birmingham, Alabama, The Birmingham Park and Recreation Board, Bruno Event Team, L.L.C., the Alabama Department of Transportation, the Birmingham-Jefferson Civic Center Authority, ZOOM Motorsports, L.L.C., Barber Vintage Motorsports Museum, Barber Motorsports Park, LLC, Barber Motorsports Park 2, LLC, Barber Motorsports Park 3, LLC, Team Barber, LLC, Bruno Hospitality, LLC, Tram Rental, LLC, George W. Barber, Jr., Gene Hallman, Jr., Ronald Bruno, Railroad Park Foundation, Birmingham-Southern College, The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham, The University of Alabama at Birmingham, UAB Medicine, UAB Medicine Enterprise, UAB Hospital, UAB Health System Authority, UAB Callahan Eye Hospital Authority, The Health Care Authority for Medical West, an Affiliate of the UAB Health System, St. Vincent's Birmingham, Ascension St. Vincent's Birmingham, Bevill State Community College, Grandview Medical Center, Grandview Health, Brookwood Baptist, Alabama Power Company, Alabama Property Company, the Alabama Department of Conservation and Natural Resources, the City of Hoover, Alabama, The Public Park and Recreation Board of the City of Hoover, John Carroll High School, Inc., and Birmingham Barons, LLC, together with their respective successors, predecessors, assigns, affiliates, administrators, directors, officers, trustees, shareholders, members, managers, agents, contractors, subcontractors, volunteers, and employees (collectively and individually, "the Released Parties"), from all liability, claims, demands, losses, or damages of any kind, type, or nature, which arise out of, or are related in any way to my participation in the Activities, including but not limited to claims that arise out of or are related to **NEGLIGENT** actions and/or inactions of the Released Parties, to the fullest extent permitted by law. Without limiting anything in this Release and Waiver of Liability & Promise Not to Sue provision, I understand and acknowledge that the Released Parties may include legal entities (for illustrative purposes only, corporations, partnerships, and/or limited liability companies) associated with and/or operating under the trade names or doing-business-as (d/b/a) names listed herein.

**4. Parking/Housing/Meals.** I understand that TWG may provide parking, housing, and/or meals for Participants. I fully understand that parking in designated lots, staying in the designated housing, and consuming the provided meals may involve inherent and other risks, hazards, and dangers to myself and my property. By parking in any designated parking lot, staying in designated housing, and consuming provided meals, I hereby assume all risk of personal injury, death, damage to property, or loss of property arising out of such actions. I, on behalf of myself and other Releasing Parties also **HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Released Parties and the owner/lessor of the parking site, the owner/lessor of the housing accommodations, and the manufacturer or preparer of the provided meals, and each of their successors, predecessors, assigns, affiliates, administrators, directors, officers, agents, volunteers and employees from all liability, claims, demands, losses, or damages, which arise out of, or are related in any way to my use of the parking site, my use of the housing accommodations, or consumption of the provided meals, including but not limited to claims that arise out of or are related to **NEGLIGENT** actions and/or inactions of the Released Parties or the owner/lessor of the parking site the owner/lessor of the housing accommodations, and the manufacturer or preparer of the provided meals, and each of their successors, predecessors, assigns, affiliates, administrators, directors, officers, agents, volunteers and employees to the fullest extent permitted by law.

**5. Medical Treatment.** Without limiting anything in the preceding Release and Waiver of Liability & Promise Not to Sue, except as otherwise agreed to by TWG in writing, I hereby release and forever discharge the Released Parties from any claim whatsoever which arises out of or relates to or may hereafter arise out of or related to any first aid, treatment, or medical service of any type, kind, or nature rendered in connection with my Activities with TWG (“Medical Treatment”). I hereby consent to receive Medical Treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.

**6. Indemnity.** I, on behalf of myself and all other Releasing Parties agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from and against any and all claims demands, losses, or damages of any kind, type, or nature made, brought, or incurred by anyone, including any of Releasing Parties, arising out of or in any way related to my participation in the Activities, including but not limited to claims arising out of NEGLIGENT actions and/or inactions of TWG to the fullest extent permitted by law. My indemnification obligations shall include, without limitation, all attorneys’ fees and costs incurred by any of the Released Parties through and including any appeals.

**7. Insurance.** I understand that, except as otherwise agreed to by TWG in writing, TWG does not carry or maintain health, medical, or disability insurance for any Participant. I am solely responsible for obtaining any mandatory or desired life, travel, accident, health, medical, repatriation, property, auto, or other insurance (collectively “Insurance”) related to my participation in the Activities, at my own expense. Each Participant is expected and encouraged to obtain his or her own Insurance. I further understand that I will not be eligible for any Workers Compensation benefits or benefits of any type, kind, or nature from TWG. I acknowledge and agree that the Released Parties have made available to me, at my own cost, health and repatriation insurance during the Event and participation in the Activities (the “Policy”). I hereby declare that I either have obtained, on my own and at my own expense, a valid health and repatriation insurance for the duration the Event, which covers the full extent of the consequences of accidents and reimbursement for the costs of treatment and rehabilitation following the accident that may occur during my stay in the United States of America

during the Event, and/or purchased the Policy. Without limiting anything in these Terms, the Released Parties will not be responsible for any costs associated with

**8. Media Release.** I grant and convey unto TWG all right, title, and interest in any and all photographic images and video or audio recordings of me made during my participation in the Activities or otherwise during my participation in the Event and give permission to TWG to use my photographic likeness and voice in all forms and media for advertising, trade, and any other lawful purposes in TWG's sole discretion.

**9. Personal Data.** I understand that TWG will collect a variety of personal information about me, including my name, address, and telephone number. I understand that TWG may use this personal information to (i) perform background checks, as applicable, (ii) to comply with all applicable laws or legal processes, including providing information on me to the appropriate governmental authorities where required by law enforcement or judicial authorities, and (iii) in matters involving a danger to personal or public safety, or to protect the rights, property or safety of TWG, its patrons, or others, TWG may voluntarily provide information to appropriate governmental authorities.

**10. Termination.** I understand that TWG reserves the right to terminate my involvement as a Participant in its sole discretion, including, but not limited to, due to my failure to adhere to these Terms or my failure to adhere to the expectations and requirements communicated to me by TWG.

**11. Severability/Partial Invalidity.** If any term or provision of these Terms is held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction or arbitral authority, or enforceable only if modified, such finding shall not affect the validity of the remainder of these Terms, which shall remain in full force and effect. The Parties further agree that any such court or arbitral authority is expressly authorized to modify any such invalid, illegal, or unenforceable term or provision of these Terms in any manner deemed necessary to carry out the intent and agreement of the Parties, as embodied by these Terms, to the maximum extent permitted by law; provided, however, that if modification would cause an illogical, unreasonable, or inconsistent result, such invalid, illegal, or unenforceable term or provision shall be deemed severed from these Terms without affecting the validity or enforceability of any other term or provision.

**12. Choice of Law.** These Terms and all claims or disputes arising out of or related to these Terms, the Activities, and/or the Event, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the constitution and laws of the State of Alabama, including but not limited to all applicable immunities afforded by Alabama law and statutes of limitation and/or repose, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

**13. Entire Agreement.** I recognize that, in addition to these Terms, I may additionally execute consent forms governing the relationship between me and the IWGA regarding the Activities (the "Consent Forms"). However, these Terms contain the full and entire understanding and agreement between me and TWG regarding the subject matter hereof and supersedes any and all prior written or oral agreements or understandings regarding same. As such, while

the Consent Forms may relinquish additional or different rights I may hold, nothing contained therein shall in any way limit or alter these Terms in any way. Notwithstanding the preceding sentences, I acknowledge and agree that TWG may, from time to time, modify, add, remove, supplement, amend, update or otherwise revise any or all of these Terms, without advanced, direct, or individual notification to me and such revisions shall, at the sole and absolute option of TWG, relate back to the date I executed these Terms. These Terms may be signed and transmitted electronically, such as by completing an online form, scanning or sending an email or fax and the same shall constitute an original.

**14. Binding Arbitration, Jury Waiver, and Class Action Waiver.** I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THESE TERMS, THE EVENT, MY PARTICIPATION OR ATTENDANCE IN/AT THE EVENT, MY PERFORMANCE OF THE ACTIVITIES, AND/OR EXPOSURE TO COVID-19 OR ANY COMMUNICABLE OR INFECTIOUS DISEASE DURING MY PARTICIPATION AS A PARTICIPANT, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE BUT ARE NOT LIMITED TO COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY (THE "JURY TRIAL WAIVER"). I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), AND I ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY (THE "CLASS ACTION WAIVER"). I ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these Terms, including the arbitrability of any dispute and any claim that all or any part of these Terms are void or voidable. I acknowledge that it is intended hereby that the scope of claims subject to arbitration be as expansive as permitted by law.

In the event of a dispute, I agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 950 22<sup>nd</sup> Street North, Suite 600 Birmingham, AL 35203, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I will attempt to resolve a dispute through informal negotiation within thirty (30) days from the date the notice of dispute is sent. After that thirty (30) day period and not before, the Released Parties or I may commence an arbitration proceeding, and I recognize that the negotiation process outlined herein is a necessary pre-condition to commencing an arbitration proceeding or any other legal action permitted under these Terms. Notwithstanding anything herein to the contrary, I may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.

If the Released Parties and I do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and



ADR Services (“JAMS”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Alabama; provided, however, that if circumstances prevent me from traveling to the State of Alabama, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Alabama in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties’ last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator’s services, the Released Parties will reimburse me for the filing fees I incurred.

Should JAMS be unavailable, unable, or unwilling to accept and administer the arbitration of any claim or otherwise refuse or decline to accept and administer the arbitration of any claim—in whole or in part and for any reason whatsoever—this agreement to arbitrate shall not fail or be invalidated as a result. Rather, the party initiating the claim shall commence an arbitration before the American Arbitration Association (“AAA”), under its set of rules and procedures that are substantially similar to the JAMS Rules (the “AAA Rules”). Other than the change in arbitration forum from JAMS to AAA and, thereby from the JAMS Rules to the AAA Rules, all other provisions of these Terms regarding arbitration shall apply in an arbitration before the AAA.

Except as provided above with respect to jurisdiction in the State of Alabama, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this agreement.

This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1–16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**15. Venue But For Arbitration.** In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to these Terms, the Event, my participation or attendance in/at the Event, or my performance of the Activities shall be commenced exclusively in a court of appropriate jurisdiction in Birmingham, Jefferson County, Alabama (state or federal, as applicable or available). I ACKNOWLEDGE AND AGREE THAT THE CLASS ACTION WAIVER AND THE JURY TRIAL WAIVER SHALL APPLY BEFORE ANY COURT, TRIBUNAL, ARBITRATION, OR ANY OTHER FORUM IN WHICH A CLAIM IS ULTIMATELY ASSERTED, PLEADED, MADE, HEARD, OR ADJUDICATED, REGARDLESS OF THE AVAILABILITY OF JAMS OR AAA.

[The remainder of this page is intentionally left blank. The signature page immediately follows this one.]

**FOR PARTICIPANT (PARTICIPANTS AGE 14 AND OVER MUST SIGN).** I have carefully read and voluntarily agree to each of the provisions contained in these Terms.

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**PARTICIPANT'S FULL NAME**

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**PARTICIPANT'S SPORT & DISCIPLINE**

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**PARTICIPANT'S SIGNATURE**

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**DATE**

**PARENT/GUARDIAN SIGNATURE REQUIRED FOR MINOR PARTICIPANTS (UNDER AGE 19 AT TIME OF PARTICIPATION).** I, as parent/guardian with legal responsibility for this Participant, have carefully read, understand and voluntarily agree to each of the provisions contained in these Terms on behalf of myself and my Minor. I further acknowledge that each of the provisions in these Terms shall be effective and binding upon me and each of the Releasing Parties and that the terms "I", "me", and "myself", as defined and used herein, include my Minor.

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**PARTICIPANT'S FULL NAME**

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**PARTICIPANT'S SPORT & DISCIPLINE**

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**PARENT/GUARDIAN'S NAME**

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**PARENT/GUARDIAN'S SIGNATURE**

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**DATE**