RELEASE, WAIVER AND INDEMNITY AGREEMENT

Crew SC Team Company, LLC; Crew SC Stadium Company, LLC; and/or Crew SC Holdings, LLC (individually and collectively, the “Crew SC”) is providing the undersigned individual (“Releasor”) or Releasor’s minor child (the “Participant”) an opportunity to participate in the Crew SC Peloton community bike ride to raise proceeds for Pelotonia on __________, 2020 (the “Event”). In consideration of Releasor’s (or, if applicable, Participant’s) participation in the Event, Releasor hereby agrees as follows:

Releasor, on behalf of his/her heirs, assigns, and successors, hereby unconditionally and forever RELEASES, WAIVES ANY CLAIM, COVENANTS NOT TO SUE AND AGREES TO INDEMNIFY Crew SC and Major League Soccer and each of their respective affiliates, direct and indirect owners and its and their officers, sponsors, employees, partners, and members, and the other promoters, sponsors, employees, advertisers, volunteers and any others involved with the Event (collectively, the “Releasees”), from and concerning any and all liability, for any loss or damage, and from any claim or damage (collectively, the “Losses”), in connection with the Event, including, without limitation, all times that the Releasor (or, if applicable, Participant) is physically present at the site of any activities related thereto, regardless of whether such Losses are (i) personal to Releasor (or Participant, if applicable) or raised by a third party, (ii) relating to injury to any person (including death) or property, or (iii) caused by the negligence of such Releasees or otherwise.

Releasor acknowledges and understands that Crew SC cannot guarantee that participants will not be exposed to viruses, pathogens, or communicable illness or disease (including COVID-19) in connection with the Event and that any choice to participate in the Event is at the sole risk of Releasor or, if applicable, Participant. Releasor represents that s/he (or, if applicable, Participant) has been examined by a licensed physician recently and is in good health and further represents that s/he is not aware of any current or previous health condition that may give rise to a concern regarding participation in the Event. Releasor represents that s/he (or, if applicable, Participant) is under no instruction or advice to limit activity in any way. Releasor acknowledges and understands that participation in the Event may involve physical contact and exposes Releasor (or, if applicable, Participant) to risk of serious injury or death. Nevertheless, Releasor fully assumes all risks of injury and death.

Should routine first aid or emergency medical needs arise, Releasor authorizes representatives or agents of the Releasees to provide or consent to necessary treatment on Releasor’s (or, if applicable, Participant’s) behalf. Releasor hereby releases and holds harmless Releasees from any and all claims or liability arising from the provision or authorization of medical treatment.

Releasor understands the Crew SC may make photographic, video, audio and other recordings of the Event and agrees that the Crew SC will be the exclusive owners of such recordings and images. Releasor hereby grants to the Crew SC the unconditional, irrevocable and absolute right and permission to make, reproduce, broadcast, or otherwise use, in perpetuity, his/her (or, if applicable, Participant’s) image, name, likeness, portrait or other depictions, recorded voice and biographical material throughout the universe and in any and all advertising and promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, commerce, promotion or any other purpose, without further compensation.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasor further agrees that ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF COLUMBUS, OH.
IF YOU WILL BE PARTICIPATING IN THE EVENT AND ARE AT LEAST 18 YEARS OF AGE, COMPLETE THE SECTION 1 BELOW. IF YOU ARE COMPLETING THIS FORM FOR YOUR CHILD TO PARTICIPATE IN THE EVENT, SKIP TO SECTION 2 BELOW.

SECTION 1: I, Releasor, hereby represent and warrant that (i) I am at least 18 years of age, (ii) have carefully and fully read this Release and Waiver and fully understand its contents, and (iii) sign this Release and Waiver as my own free act.

Signature of Releasor

SECTION 2: I, Releasor, hereby represent and warrant that (i) I am at least 21 years of age, (ii) I am the parent or legal guardian of the Participant(s) listed below, (iii) I have carefully and fully read this Release and Waiver and fully understand its contents, and (iv) I sign this Release and Waiver as my own free act.

Signature of Releasor

Date of Birth of Releasor

Enter the name of each Participant under 18 year of age

Child Participant 1: (Name)

Child Participant 2: (Name)