

Union Sports & Entertainment

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

AND INDEMNITY AGREEMENT

In consideration of being allowed to travel on pre-arranged transportation to the Philadelphia Union home match on October 24, 2026 (the “**Transportation Services**”), and to participate pre-match, post-match and in-match activities; and to use the facilities, equipment and other services (collectively, the “**Activities**”) at the WSFS Bank Sportsplex (including its athletic fields) (the “**Sportsplex**”), the Union Power Plant Office building (including the building commonly referred to as the Annex used exclusively by the Philadelphia Union first team), Subaru Park and other sites owned or controlled by third parties (collectively, the “**Facilities**”) as offered by Union Sportsplex LLC, Keystone Sports and Entertainment LLC, Pennsylvania Professional Soccer LLC, FC Pennsylvania Stadium LLC, KSE U2 LLC, Major League Soccer, L.L.C., Soccer United Marketing, LLC, Rivertown Developers L.P., each of their respective affiliates, subsidiaries, and parent companies (collectively, “**Union Sports & Entertainment**”), the undersigned, for himself/herself and for his or her heirs, agents, personal representatives and assigns (and if the undersigned is a minor, the undersigned’s parents, guardians and other care-givers), agrees to the greatest extent permitted by law as follows:

Assumption of Risk; Compliance with all Facility Rules: The undersigned acknowledges and agrees that the undersigned (i) understands the nature of the Activities (which includes the Transportation Services) and that there are inherent risks and dangers associated with such Activities, including, by way of example only and without limitation, injury, pain, suffering, illness, death, exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, exposure to weather and natural conditions (e.g., rain storms and excessive heat and sun), or lost, stolen or damaged property, and (ii) knowingly and voluntarily accepts and assumes responsibility for each of those risks and dangers and all other risks and dangers that arise out of or occur during the undersigned’s participation in the Activities. The undersigned represents that the undersigned is in good health and proper physical condition for all Activities in which the undersigned will participate. While at or using the Facilities and Transportation Services, the undersigned shall comply with all rules and regulations posted at or distributed or otherwise communicated by a Facility and/or the Transportation Services provider, and with the directions of all employees or agents of Union Sports & Entertainment responsible for a Facility’s operations or security.

Communicable Diseases and Other Risks. The undersigned fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) and other communicable diseases (“together referred to herein as “**Communicable Diseases**”) may be extremely contagious diseases that can lead to severe illness and death, and there may be an inherent danger and risk of exposure to Communicable Diseases in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by any of the Facilities and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the “**Facility Protocols**”), can eliminate the risk of exposure to Communicable Diseases; (c) while people of all ages and health conditions can be and have been adversely affected by any Communicable Disease, according to public health authorities: (i) people with certain underlying medical conditions are or may be especially vulnerable; and (ii) the risk of severe illness from the contraction of a Communicable Disease may increase with age, and contracting a Communicable Disease can result in the further transmission of a Communicable Disease to my spouse, family members, and other contacts; and (d) exposure to a Communicable Disease 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. The undersigned fully understands and knowingly and voluntarily assumes all risks related to the undersigned’s entry into, and presence in, a Facility, which may include an increased risk of exposure to Communicable Diseases, personal injury, disability, other short-term or long-term health effects, and/or death, which might result from the actions, inactions, or negligence of myself, any of the Releasees (defined below), or other third parties. The undersigned accepts

personal responsibility for any and all damages, liability, and other losses that the undersigned may incur in connection with the foregoing risks.

Release and Waiver: The undersigned irrevocably and unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Union Sports & Entertainment and each of their respective owners, governors, alternate governors, players, members, managers, partners, officers, directors, shareholders, agents, contractors, vendors, service partners (including specifically all Transportation Service providers and operators), landlords, property owners, other event participants and staff, tenants, licensees and sponsors (collectively, the “**Releasees**”), from and for any and all claims, liabilities, obligations, disputes, damages and causes of action of any kind or nature, known or unknown, which the undersigned may have or claim to have, now or in the future, directly or indirectly, with respect to any personal injury, accident, illness or death and/or property loss, however caused, arising from or in any way relating to the undersigned’s activities, or otherwise occurring during any time while the undersigned is participating in Activities (except those caused by the willful misconduct, gross negligence or intentional torts of a Releasees) as well as any and all uses of an Image (defined below).

Likeness Consent and Release. The undersigned further irrevocably and unconditionally grants each entity comprising Union Sports & Entertainment a perpetual, worldwide, royalty-free, freely-assignable and transferrable right and license, but not the obligation, to use undersigned’s name, voice, image, actions, statements, likeness and any other identifying characteristic (collectively, “**Image**”) in any and all media and technology now known or hereinafter developed, in any capacity, relating to the undersigned’s participation at the Activities, without compensation to, or right of review and/or approval of participant or the undersigned, or a personal representative, assign, heir, child, dependent, spouse, guardian or other relative of either. Such use may include but is not limited to incorporating the Image into marketing and promotional materials. The undersigned understands that any materials created that incorporate the Image are the sole property of the applicable individual or entity creating the materials for any use. The undersigned will not hold any Releasee or user of an Image responsible for the use of the Image by any party, in any form. In addition, the undersigned consents and grants to Union Sports & Entertainment permission to collect, use, share and store certain of the undersigned’s facial and other biometric information as permitted by law, including for security purposes.

Medical Treatment Consent. The undersigned agrees that it is possible that an emergency may occur and in the case of emergency, the undersigned hereby consents to receive medical treatment deemed necessary if they are injured or require medical attention during participation in the Activities. The undersigned acknowledges that any injuries sustained may result from or be compounded by the actions, omissions or negligence of the Releasees, including emergency response or rescue operations of the Releasees. The undersigned understands and agrees that they are solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. The undersigned hereby releases, forever discharges, and holds harmless each of the Releasees from any claim based on such treatment or other medical services.

Indemnification and Hold Harmless: The undersigned shall INDEMNIFY, DEFEND AND HOLD HARMLESS Union Sports & Entertainment and all other Releasees from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including, without limitation, attorney’s fees and court costs, arising from or in any way relating to the undersigned’s participation in the Activities and use of the Facilities, except those caused by the willful misconduct, gross negligence or intentional torts of a Releasee, as well as any third-party claims regarding the use of the Image as provided above.

Severability: The undersigned expressly agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement (this “**Agreement**”) is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Binding Effect; Governing Law: This Agreement is binding upon the undersigned and the undersigned's heirs, agents, personal representatives and assigns (and if the undersigned is a minor, the undersigned's parents, guardians and other care-givers). This Agreement is governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without giving effect to conflicts of law principles) and the state and federal courts located in Delaware County, Pennsylvania are the exclusive venue for all actions and proceedings involving this Agreement or any claim arising from the undersigned's participation in the Activities. This Agreement constitutes the entire agreement of the undersigned with respect to this Agreement's subject matter and supersedes all prior oral and written agreements and understandings. The undersigned shall not withdraw, cancel, terminate, revoke, amend or revise this Agreement.

Acknowledgement and Understanding: The undersigned understands, acknowledges and accepts the possibility that the undersigned or his/her successors may not now fully know the number or magnitude of all the released claims, but nevertheless intends to assume the risk by releasing such unknown claims, and agrees that this Release is a full and final release and waiver of all such claims. The undersigned has read this Agreement and has had an opportunity to ask questions about it. The undersigned fully understands this Agreement and acknowledges that the undersigned is giving up substantial rights by executing this Agreement, and that its terms are contractual and binding. This Release is the complete agreement between the undersigned and the Releasees and supersedes all prior agreements or understandings, written or oral. This Release may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

AGREED AND ACCEPTED:

Date: ____/____/____ Participant Name _____

Age: _____ (if under 18 **) Signature _____

Address: _____ City: _____ State: _____ Zip: _____

Phone () _____ Email: _____

**** If participant is under the age of 18 years old, this form must be signed by participant's parent or legal guardian.**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless each of the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Event, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian's Printed Name

Parent/Guardian's Signature

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To be completed by Union Sports & Entertainment:

Event: _____ **Date of Event:** _____

Location (if not at USE owned/operated facilities): _____