

Assumption of Risk & Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious.** As a result, the Center for Disease Control, the State of New York and local governments have issued guidelines and emergency regulations to address COVID-19.

The Arena, LLC, consistent with then current guidelines, has put in place preventive measures and policies to reduce the likelihood of the spread of COVID-19.

However, THE ARENA **cannot guarantee** that you and/or your family will not become infected with COVID-19 during your voluntary activity at THE ARENA or on THE ARENA grounds.

I agree that my family and I will follow THE ARENA COVID-19 related rules and policies and that we will not visit THE ARENA property if within fourteen (14) days preceding our arrival date, any one of us has:

- a. tested positive or presumptively positive with the COVID-19 or been identified as a potential carrier of the COVID-19 virus or similar communicable illness;
OR
- b. experienced any symptoms commonly associated with the Coronavirus; OR,
- c. traveled internationally to a restricted area that is under a Level 3 or 4 COVID related travel advisory according to the US State Department; OR
- d. been in direct contact with or the immediate vicinity of any person I/we know and/or now know is either confirmed or suspected of being infected with COVID-19 or who has traveled outside the United States within the last fourteen (14) days.

I acknowledge the contagious nature of COVID-19 and voluntarily agree to assume all risk that my family and/or I may be exposed to or infected by COVID-19 by visiting THE ARENA property and accept sole responsibility for any injury to myself and/or my family, including, but not limited to, personal

injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with visiting THE ARENA property or participating in THE ARENA programming (“Claims”).

On my behalf and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless THE ARENA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my or my family’s visit to THE ARENA. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of THE ARENA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activities at THE ARENA or on THE ARENA property.

By entering my name and clicking the "submit" button, I confirm that I have fully informed myself of the COVID-19 risks, I have read the above waiver and release and do so voluntarily.

Signature:

Print Name: