

GENERAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING

In exchange for the opportunity for me and/or my child/ward, if applicable, to participate in any way in an on-field or other fan engagement event at an XFL game (the "Event") as a participant or spectator and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, for myself and on behalf of my child/ward, if applicable, heirs, assigns, successors, insurers, personal representatives, and next-of-kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Alpha Entertainment LLC ("XFL"), its teams, owners, the lessors or owners of the premises on which the Event is occurring, any XFL sponsor associated with the Event, if applicable, and each of their respective owners, parents, subsidiaries, affiliates, directors, officers, governors, employees, sponsors, service providers, vendors, agencies, and agents (collectively, the "XFL Parties") FROM AND AGAINST ANY AND ALL INJURY, DISABILITY, DEATH, liability, cost, loss, damage to person or property, claims, causes of action, demands, or expenses (including attorney's fees) ("Claims") resulting from, arising out of, or otherwise in connection with my and/or my child's/ward's, if applicable, participation in the Event, WHETHER ARISING FROM NEGLIGENCE OF THE INDEMNIFIED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I acknowledge the risk of injury to me and/or my child/ward, if applicable, from the activities involved in the Event are significant, and include the potential for permanent disability and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I, FOR MYSELF AND ON BEHALF OF MY CHILD/WARD, IF APPLICABLE, HEIRS, ASSIGNS, SUCCESSORS, INSURERS, PERSONAL REPRESENTATIVES AND NEXT-OF-KIN, KNOWINGLY AND EXPRESSLY ASSUME SUCH RISKS, both known and unknown, HOWSOEVER CAUSED OR ARISING AND WHETHER BY NEGLIGENCE OF THE INDEMNIFIED PARTIES OR OTHERWISE, and accept personal responsibility for the damages following such injury, permanent disability, or death.

In an emergency, I grant permission to representatives of XFL to have the authority to utilize the most convenient volunteer rescue squad vehicle or ambulance to transport me and/or my child/ward, if applicable, to the hospital, and if necessary, I authorize medical treatment for myself and/or my child/ward, if applicable, and understand that I am solely responsible for all costs related to such medical transportation and/or medical treatment.

I grant full permission to the XFL Parties to use, without further notification, authorization, or compensation to me or anyone on my behalf, my and/or my child's/ward's, if applicable, name, likeness, biographical information, and other personal characteristics, as well as any photographs, audio, videotapes, motion pictures, recordings, or other record, including in edited form, of my and/or my child's/ward's, if applicable, participation in the Event and all related results and proceeds (or any excerpt thereof) collectively, ("Released Material") in any and all media, whether now known or hereafter to become known or developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the XFL Parties to use my and/or my child's/ward's, if applicable, participation in the Event as provided, or otherwise exercise the rights granted herein. To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to any Claims arising directly or indirectly from the exercise by the XFL Parties of the rights granted pursuant to this General Release of Liability and Assumption of Risk Agreement ("Release") or the production, exhibition, exploitation, advertising, promotion, or other use of the Released Material. I shall not seek, or be entitled to, injunctive or other equitable relief by reason of any breach or threatened breach of this Release, or for any other reason pertaining hereto, nor shall I be entitled to seek to enjoin or restrain the exhibition, distribution, advertising, marketing, or other exploitation of the Released Material. This permission, and all the rights granted to XFL Parties, are irrevocable and not subject to rescission, revocation, or termination.

The XFL Parties are under no obligation to utilize the Released Materials. The XFL Parties (by assignment from the XFL) shall exclusively own the Released Materials and all now known and/or hereafter existing rights of every kind throughout the universe, in perpetuity and in all languages, pertaining to the Released Materials, and all elements therein, for all now known and/or hereafter existing uses, media, and forms, including, without limitation, all copyrights therein throughout the universe (it being agreed that the Released Materials shall be deemed a work made for hire for the XFL). In the event the Released Material is determined not to be a work made for hire for the XFL, I hereby irrevocably assign to the XFL throughout the universe and in perpetuity all right, title, and interest in and to the Released Material, including, without limitation, all copyrights in the Released Material throughout the universe (and all renewals and extensions thereof).

I hereby represent and warrant that I have full authority to execute this Release. If any portion of this Release is found to be unenforceable or invalid, that portion shall be severed and the remainder shall remain in full force and effect. I also represent that I am eighteen (18) years of age or older and, if applicable, am the parent or legal guardian of the minor participating in the Event whose name is printed below.

The XFL may assign the rights granted herein and/or extend the rights and permissions granted herein to third parties. This Release shall be governed by the laws of the State of Connecticut applicable to agreements made and wholly performed therein and sole jurisdiction and venue will be the courts within Stamford or Norwalk Connecticut. This Release, including any annexes, schedules, and exhibits hereto, contains the entire understanding of the parties relating to the subject matter

hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof, whether oral or written. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Release sent by facsimile or transmitted electronically in PDF format or in other electronic form (e.g. DocuSign) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. I shall not be entitled to any monies or other compensation in connection with the rights granted and/or waived hereunder.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

BY:

Signature of Participant

Printed Name of Participant

Date: _____

FOR COMPLETION BY PARENT OR GUARDIAN OF PARTICIPANT UNDER 18 YEARS OF AGE:

I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained herein binds us and said minor to all of the terms thereof. I represent and warrant that I have full right, power, and authority to execute this release on behalf of my child/ward.

BY:

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date: _____