



TMT Productions, LLC Waiver and Release

In consideration of the foregoing, I, _____, for myself, my representatives, my agents, my heirs, my executors, my administrators, and my trustees, do hereby fully and forever waive, release, and discharge any and all rights and claims for any injuries and damages, including, but not limited to demands or actions for negligence, premises liability, emotional injury, intentional conduct, resulting in unintended injury or damage tort claims, and any other actions or demands of whatsoever nature, to the fullest extent permitted by law, I have or may have, whether known or unknown, against TMT Productions, LLC, the Entertainment Industry Foundation and their employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, assigns, legal predecessors and/or successors, including any subsidiaries thereof, and all sponsors of any Night Nation Run events in which I may participate, whether my participation is as a contestant or spectator of any of these events.

I acknowledge that I am aware of the inherent risks involved in these events and I voluntarily assume these risks. I attest and verify that I am physically fit and I have sufficiently trained for the completion of the above-referenced event or events in which I participate and that my physical condition has been verified by a medical doctor. If I am participating in the Night Nation Run, I understand that the Night Nation Run is a noncompetitive event and that no racing is allowed. I further understand that the Night Nation Run involves walking/running as part of a larger group on public/ private streets where hazards exist. I assume all risk of injury or death. I ALSO UNDERSTAND THAT I should take every precaution to PREVENT SERIOUS INJURY AND I AGREE TO WEAR protective active and eye wear AT ALL TIMES DURING MY PARTICIPATION IN THE Night Nation Run event. Further, I hereby grant full permission and license to any and all of the foregoing to use my name, my voice, and/or my picture in any broadcast, telecast, advertising, promotion, or other account of this event for any purposes whatsoever.

I SHALL EXHIBIT appropriate behavior at all times while at the Event and obey all local, state and federal civil and criminal laws while participating in or attending the Event, including respecting other people, facilities, equipment and property. I AGREE that Event officials may dismiss me, without refund, should my behavior endanger the safety of, or negatively affect the Event. I UNDERSTAND that bag searches/security checks may be conducted by event officials at any point during the event to ensure the safety and security of participants and spectators. I UNDERSTAND that any items bring to the Night Nation Run are the responsibility of myself or guardian, and TMT Productions, LLC is in no way responsible for lost, missing, stolen or damaged items.

I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED herein for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event is being conducted; (iv) the Competitive Rules; or (v) any other harm caused by an occurrence related to the Night Nation Run event.

Governing Law and Jurisdiction and Arbitration. All Parties hereto hereby agree that Delaware law shall govern the construction, interpretation, and enforcement of this Agreement without giving effect to the principles of conflict of laws. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New Castle County, Delaware before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgement on any award may be entered in the New Castle County Superior Court. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Severability: If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

COVID-19 SAFETY ACKNOWLEDGMENT – LIABILITY WAIVER AND RELEASE OF CLAIMS

Warning: TMT Productions, LLC and Night Nation Run have taken enhanced health and safety measures—for you, other attendees, participants, vendors, and staff. You must follow all posted instructions while visiting or participating in Night Nation Run. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in Night Nation Run and its associated activities brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and all posted instructions while visiting Night Nation Run and its associated activities. I understand, agree, and hereby consent that my failure or disregard to follow all protocols in effect and required by TMT Productions, LLC, Night Nation Run, CDC, the venue provider, and governing authorities during my attendance at Night Nation Run is hereby sufficient grounds to be excluded from attending the event by TMT Productions, LLC or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by TMT Productions, LLC or an event authority due to my refusal to follow said protocols.

Assumption of Risk: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend and/or participate in Night Nation Run and enter into the venue premises. Participation includes possible exposure to and illness from infectious diseases, including but not limited to, COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of TMT Productions, LLC.

Waiver, Release, and Indemnification: As a condition of my participation in this meeting or event, I, do hereby expressly waive any rights against and release and hold harmless TMT Productions, LLC and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively "TMT") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my presence at Night Nation Run, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I shall defend, indemnify, and hold harmless TMT Productions, LLC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities. THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING. I HEREBY AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER AS OF THE DATE OF SIGNING OF THIS WAIVER AND THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER.

PRINT LEGAL NAME _____ SIGNATURE _____ DATE _____

TMT Productions, LLC Waiver and Release for Minor Participant

I, _____, the parent or guardian of the below named participant, hereby give my approval to this child's participation in the event and its activities. I assume all risks and hazards incidental to such participation in Night Nation Run, and I hereby waive, release, absolve, indemnify, and agree to hold harmless TMT Productions LLC, , the Entertainment Industry Foundation and their officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and others persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I consent to the foregoing and grant permission for him/her to participate in Night Nation Run. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand its contents and I sign the same of my own volition. Further, I hereby grant full permission and license to any and all of the foregoing to use my child(ren)'s name, voice, and/or picture in any broadcast, telecast, advertising, promotion, or other account of this event for any purposes whatsoever.

PRINT MINOR'S NAME _____ GUARDIAN'S SIGNATURE _____ DATE _____