

under this paragraph, however, shall only apply in proportion to and to the extent of such negligence or intentional acts or omissions.

Operator shall defend, indemnify, and hold harmless Lessee, its officers, agents and employees from and against all claims, damages, liabilities, and expenses (including cost and attorney's fees), arising out of or in consequence of (1) Operator's performance of this Agreement, provided such injuries to persons or damage to property are due the negligent or intentional acts or omissions of Operator, its officers, employees or agent or (2) Operator's operation of the Arena, including without limitation the fixtures, entrances, exits, sidewalks and approaches of the Arena. The provisions herein, however, shall only apply in proportion to and to the extent of such negligent or intentional acts or omissions by the Operator.

7. PRIOR REVIEW. Lessee shall submit any advertising or publicity for the event for pre-publication review by Operator, and shall not publish or distribute such advertising or publicity without the prior written consent of the Operator.

8. EXCUSE OF PERFORMANCE. The parties to this Agreement shall be excused from the performance of the terms and conditions of this agreement when such failure is attributed to and caused by an act of God, by governmental rules, regulations or actions, by power failure, by pandemics/health emergencies such as the COVID-19 pandemic, or by other circumstances beyond the control of the parties hereto. [Exceptions apply to contracted ongoing league programs where make-up days will be provided based on available times, holidays, etc.]

9. ASSIGNMENT. Except for "swaps" or resale of particular ice times by Lessee, to other persons executing an agreement such as this one as "lessee," neither party may assign this Agreement or transfer any of its rights, duties or obligations hereunder without the prior written consent of the other party.

10. RESERVATIONS. Reservations for ice time can be made only after Operator has obtained Lessee's credit card information. The reservation must be approved by a Director. Operator is in no way obligated to make any verbal or written ice time commitments unless Lessee's credit information has been processed and approved.

11. CANCELLATION POLICY. Notice of cancellation/reschedule made more than seven (7) working days prior to ice rental date will not be subject to penalty. Cancellations made six (6) days prior to ice rental date will result in a 40% payment of the total ice rental fee. Cancellations made five (5) days prior to ice rental date will result in a 50% payment of the total ice rental fee. Cancellations made four (4) days prior to ice rental date will result in a 60% payment of the total ice rental fee. Cancellations made three (3) days prior to ice rental date will result in a 70% payment of the total ice rental fee. Cancellations made two (2) days prior to ice rental date will result in an 80% payment of the total ice rental fee. Cancellations made one (1) day prior to the ice rental date will result in a 90% payment of the total ice rental fee. Cancellations made on the expected ice rental date will result in a 100% payment of the total rental fee. Cancellation fees will be charged to the credit card used to reserve ice time. Operator reserves the right to cancel any ice rental agreements.

12. LATE PAYMENT. Lessee shall give consent to Operator to automatically charge credit card used to reserve ice time in the event of a late payment. Payment is due either before or on the day of reserved ice time.

13. RESCHEDULE POLICY. Changes to rental ice reservation made one (1) to seven (7) days prior to the scheduled ice rental date is subject to approval by Operator. Operator cannot guarantee that Lessee's reschedule request will be granted but will make efforts to schedule the event for a later date.

IN WITNESS WHEREOF, Operator and Lessee have executed this Agreement as of the day first above written.

**ARTESIA ICE SKATING TRAINING CENTER, LLC
DBA EAST WEST ICE PALACE/CENTER ICE ARENA**

FACILITY RENTAL COVID-19 ACKNOWLEDGEMENT RELEASE AND WAIVER

You hereby execute this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 AND GENERAL RELEASE RELATING TO RENTAL AND USE OF THE FACILITY (the "**RELEASE**"). In executing this RELEASE, you acknowledge, understand, represent and covenant as follows:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.
2. Operator cannot guarantee that you, your child(ren), your spouse, your guests, or anyone else will not become exposed to or infected with COVID-19 as a result of participating in an event, activity, or program on Operator's property or in Operator's facilities.
3. I have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the California State Department of Health, the Executive Orders of the Governor of California and the Los Angeles County Department of Public Health, for decreasing the risk of the corona virus/COVID 19 transmission, including the wearing of masks, hand washing and social distancing (together, the "**Protocols** "). I recognize that the Protocols change frequently and are subject to modifications and revisions. I understand the increased risk to attendees and other persons attending the function or otherwise present in, on or about the Operator's facility of contracting the novel corona virus/COVID-19.
4. I accept responsibility for requiring all attendees, vendors, guests, employees and other persons attending the function or otherwise present in, on, or about the Operator's facility for any reason to follow the Protocols at all times prior to, during, and following the function, while on the Operator's property.
5. I represent that I have the complete and unrestricted legal capacity and authority to execute this Release INDIVIDUALLY and to bind and obligate MYSELF to each of the terms hereof.
6. I acknowledge and agree that there are certain risks associated with sponsoring and holding a function at the Operator's facility, including but not limited to the following risks: (a) exposure to or contraction of the corona virus/COVID-19 by the attendees or other persons present at the function or in, on or about the Operator's facility for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) of Operator's employees, staff members, volunteers, coaches, representatives, agents, or by other attendees or individuals present at the function in, on or about the Operator's facility for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the Attendees or other persons present at the function or in or about the Operator's facility for any reason ,which is caused by or results from exposure to or contraction of the novel corona virus/COVID-19 and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to

Attendees or other persons present at the function or in, on or about the Operator's facility for any reason which is unrelated to the novel corona virus/COVID-19 (including risks which are caused by or result from the intentional or negligent acts or omissions to act (whether active or passive) of Operator's employees, staff members, volunteers, coaches, representatives, agents or by other attendees or individuals present at the function or in, on or about the Operator's facility for any reason).

7. Notwithstanding my acknowledgement and understanding of the above-described risks, I desire to rent and occupy the Operator's facility for the purpose of holding the function and, in consideration thereof: (a) I voluntarily and willingly assume sole and complete responsibility for the above-described risks and any other risks which may be encountered by any attendee or other person present at the function or in, on or about the Operator's facility for any reason: and (b) I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify Operator and its respective officers, directors, members, employees, staff members, volunteers, coaches, representatives, agents, departments and divisions (each a "Releasee/Indemnitee" and together the "Releasees/Indemnitees") from or in connection with any losses, claims, property damage, personal injury, illness, disability, death or loss of any kind or nature which any attendee or other person present at the function or in, on or about the Operator's facility for any reason may suffer directly or indirectly.
8. I voluntarily seek services provided by the Operator and acknowledge that I must comply with all set procedures to reduce the spread while managing my event at Operator's facility.
9. I attest that:
 - a. I am not currently being treated for COVID-19, am not experiencing, and within the last 14 days I have not experienced, any symptoms of COVID-19, which include, but are not limited to, the following: Cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell.
 - b. I have not been in close and/or direct contact with anyone who has been diagnosed with COVID-19 or experiencing symptoms of illness associated with COVID-19, such as a family member, close friend, or relative.
 - c. Guests, vendors, employees, coaches, and other attendees will be restricted from the event if they have been diagnosed with COVID-19, are experiencing symptoms associated with COVID-19 or have been in close proximity with anyone that has.
 - d. Neither I, my guests, vendors, employees, coaches, or other attendees have not traveled internationally within the last 14 days.
10. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS RELEASE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS RELEASE HAVE BEEN MADE. I AM AWARE THAT IN EXECUTING THIS RELEASE I AM FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE OPERATOR, WHETHER CAUSED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND OTHER LOSS OF EVERY KIND AND NATURE WHICH RELATES DIRECTLY TO EXPOSURE TO OR CONTRACTION OF THE NOVEL CORONA VIRUS/COVID 19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE AISTC FACILITY OR OTHERWISE CAUSED. I EXPRESSLY UNDERSTAND AND AGREE THAT RELEASE IS A PROMISE BY ME NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY ME, ON MY BEHALF, OR BY ANY OTHER PARTY ASSOCIATED WITH THE EVENT.

I have read and understand the terms and provisions of this Release and agree that I am bound in all respects by the terms hereof.