

2021 Western & Southern Open Media – COVID 19 Waiver

I am fully aware of the risks involved with entering Cincinnati Tennis LLC (herein, “CTL”) premises and facilities located at the Lindner Family Tennis Center, Mason, Ohio, as well as any transportation and/or hotel furnished by the Western & Southern Open (“WSO”) and/or Cincinnati Tennis LLC (“CTL”) (collectively, the “Facilities”) during the COVID-19 pandemic (or with respect to any other communicable and/or infectious disease, virus, bacteria, or illness, or the causes thereof (“Communicable Disease”), . I am entering into this Waiver knowingly and on my own behalf.

As a condition of my being allowed to enter the Facilities, I will fully comply with: (i) any health and safety protocols and mitigation measures implemented by CTL and/or WSO; and (ii) all local, state and federal requirements, each of (i)-(ii) as amended from time to time (collectively, the “COVID-19 Protocols”). If I test positive for COVID-19 or am exposed to someone who has tested positive for COVID-19, I agree to notify the CTL and/or WSO promptly and before reentering the Facilities.

I acknowledge that the risks involved with entering the Facilities and being in the presence of other people during the COVID-19 pandemic include, but are not limited to, contracting COVID-19 or another Communicable Disease, respiratory failure, death, and transmitting COVID-19 or another Communicable Disease to family or household members and others who may also suffer these effects. I further understand that compliance with the COVID-19 Protocols will not eliminate these risks, even with social distancing and other safety measures in place at the Facilities. Notwithstanding the foregoing, I elect to voluntarily participate in entering the Facilities with full knowledge that doing so may be hazardous to my health and those with whom I may come into contact.

I voluntarily assume full responsibility for any risks of loss or personal injury, including serious illness, injury or death, that may be sustained by me or by others who come into contact with me, as a result of my presence in the Facilities, whether caused by the negligence of CTL or otherwise. To the fullest extent permitted by law, I release, waive, forever discharge and covenant not to sue the WSO, CTL, Tennis for Charity, Inc., the ATP Tour, Inc. and WTA Tour, Inc. their respective affiliates and each of the foregoing’s respective administrators, members, officers, directors, employees, volunteers, sponsors, vendors, contractors, medical services providers and agents (the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me or by others who come into contact with me, whether caused by the negligence of the Releasees, other entities or individuals, or otherwise as a result of, or related to, my decision to enter the Facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER. It is my express intent that this Waiver binds: (i) the members of my family and spouse, if I am alive, and (ii) my heirs, assigns and personal representatives, if I am deceased. I understand that this Waiver does not apply to any claim that, as a matter of law, cannot be released by private agreement.

If any of the provisions, terms or clauses of this Waiver is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Waiver shall remain valid and binding upon both parties.

I agree that any controversy or claim between me and any of the Releasees arising out of or relating to this Waiver or my presence at the Facilities during the COVID-19 pandemic shall be resolved by confidential, final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to the Federal Arbitration Act ("FAA"). All proceedings brought pursuant to this paragraph will proceed before a single arbitrator, who shall be an experienced arbitrator licensed to practice law in the State of Ohio, take place in the County of Warren, State of Ohio, and be conducted in accordance with JAMS' comprehensive arbitration rules and procedures or subsequent versions thereof (the "JAMS Rules"). The parties agree that (i) any and all issues relating to arbitration or this arbitration clause, including, without limitation, the threshold question of arbitrability or the enforcement or validity of this arbitration clause, will be delegated to the arbitrator selected pursuant to this provision, (ii) the arbitrator will have the power to award any remedies, including, attorneys' fees and costs, available under applicable law, (iii) judgment upon the award that the arbitrator renders may be entered in any court having jurisdiction and (iv) the arbitrator's award may be vacated or modified only on the grounds specified in the FAA or other applicable law.

I agree that all controversies and claims between me and any of the Releasees arising out of or relating to this Waiver or my presence at the Facilities during the COVID-19 pandemic must be pursued on an individual basis only. By signing this Waiver, or agreeing electronically, I waive my right to commence, or be a party to, any class actions or collective claims against the Releasees.

I agree that this Waiver shall be construed in accordance with the laws of the State of Ohio without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of Ohio.