ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING.

This Arbitration and Release and Waiver of Liability Agreement (this "Agreement") has legal consequences and will affect your legal rights and ability to bring future legal actions. This Agreement includes an arbitration provision and a waiver of your right to bring a class action.

In consideration of participating in / permitting my child/ward listed below ("Participant") to participate in the event known as Summer Jam 2027 (the "Event") and other activities that will take place as part of the Event that will be made available to Participant by Prahran Summer Jam Pty Ltd (93 629 890 295), known as "Summer Jam" (collectively, the "Activities") and to enter and remain at any site(s) in which the Activities occur (including all surrounding parking areas, pedestrian areas and entryways, (the "Activity Site(s)"), the undersigned, on behalf of myself, Participant, and my and Participant's personal representatives, heirs, assigns, executors, administrators, next of kin, and other persons acting or purporting to act on my, Participant's or their behalf (collectively, "Related Persons"), hereby acknowledge and agree as follows:

1. Acknowledgments of COVID-19 and Other Risks.

I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by Summer Jam and any associated or related Parties, and/or third parties (including, but not limited to, governmental agencies and Summer Jam's designees) (collectively, the "Health Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I fully understand and knowingly and voluntarily assume all risks related to Participant's participation in the Activities and traveling to and back from, entrance to, and presence at any Activity Site(s), which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death, which might result not only from my or Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). I accept personal responsibility for any and all damages, liability, and other losses that I, Participant or any of the Related Persons may incur in connection with the foregoing risks.

2. Release, Waiver of Liability, and Covenant Not to Sue.

(A) I, on behalf of myself, Participant, and each of the Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to) any and all claims, suits, causes of action and claims for damages, whether past, present or future, and whether known or unknown, including, but not limited to, claims arising out of or in connection with Participant's death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which I, Participant or any of the Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) Participant's exposure to COVID-19; (ii) Participant's participation in the Activities; (iii) Participant's travel to or from or presence within the Activity Site(s) or compliance with any Activity Site Protocols; or (iv) any of the risks identified above in Section 1, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

(B) For the purposes hereof, the "Released Parties" are: (i) Summer Jam and its affiliates, administrators, designees, licensees, agents, coaches, officers, directors, employees, contractors and other personnel, (ii) Nike Inc, Footlocker, Jordan and each of their respective affiliates, administrators, designees, licensees, agents, players, coaches, owners, officers, directors, employees, contractors and other personnel (collectively, including Nike Inc, Footlocker and Jordan, the "Sponsoring Parties"); (iii) the owners, lessees and sublessees of any Activity Sites; (iv) any third parties present at or from time to time brought to any Activity Site(s) (including, without limitation, Summer Jam's and Sponsoring Parties' respective business partners and medical personnel or vendors or other personnel performing services at any Activity Site); and (v) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

3. Grant of License. I hereby acknowledge and agree that Participant's acts, poses, words and performances during the Activities (including, without limitation, any material posted on any social media network) will be in good taste and will not reflect negatively on the image, reputation or business of the Released Parties, and grant full permission to each of the Released Parties (and each of their designees, agents and licensees), with no obligation to compensate me, Participant or any Related Person, to utilize Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or in connection with, the Activities in any medium, whether now known or hereafter created, or context, without further authorization or compensation, and represent that the undersigned has the right to grant such permission on behalf of Participant. The Participant hereby irrevocably authorises Summer Jam to film, record or photograph the Participant, to use the Participant's name, voice, likeness and information about You (Recordings), and to reproduce and otherwise use these Recordings in any audio, video, or photographic display, film, production or other transmission, exhibition, publication, promotion or reproduction in any medium or context for any purpose in any territory worldwide, in perpetuity without further authorisation by, or compensation or attribution to You. All Recordings are the sole property and copyright of Prahran Summer Jam Pty Ltd and the Participant irrevocably releases Summer Jam and the Sponsoring Parties, agents and affiliates from any liability arising on account of this usage of the Recordings and the Participant will not make any claim to prevent the use of the Recordings for any purpose or any reason.

4. Contests. I hereby acknowledge and agree that (a) Participant's refusal to accept any prize from any Contest or other activity shall constitute a forfeiture of that prize and shall release the Released Entities from any and all obligations in connection with such prize; (b) Participant is responsible for and shall pay all applicable s taxes on any and all cash and/or prizes in connection therewith; (c) Participant will indemnify and hold Summer Jam and the Released Entities harmless against any liability for any such taxes and agree that any of the Released Entities may deduct or require payment of any such tax before delivery of a prize; and (d) Participant shall be solely responsible for all expenses, risks and liabilities relating to any travel undertaken by Participant in connection with Participant's acceptance or use of any prize, unless otherwise expressly agreed by Summer Jam; furthermore, Participant fully acknowledges, appreciates and understands the risk that Participant's participation in any Contest, acceptance of any prizes and/or Summer Jam's (or its affiliates, sponsors or associated entities) use of the contest-related materials could affect any high school or intercollegiate athletic eligibility that Participant may have, and Participant fully assumes such risk and releases the Released Entities from any liability in connection with any such failure to be eligible for high school or intercollegiate athletic competition.

5. Governing Law. I agree that this Agreement shall be governed by the laws of the State of Victoria.

6. Arbitration Agreement. I agree that any current or future claim, action or proceeding between me and/or Participant, on the one hand, and any of the Released Parties, on the other hand, arising out of or relating to this Agreement, or Participant's presence at any Activity Site(s) or participation in the Activities (collectively, the "Claims"), must be in the first instance referred to mediation through an accredited mediator any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision, that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; and that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

7. Class Action Waiver. I agree that all claims described in Section 5 must be pursued on an individual basis only. By signing this Agreement, I hereby waive my and Participant's right to commence, or be a party to, any class or collective claims against the Released Parties.

8. Severability. I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

I have carefully read and voluntarily sign this Agreement; understand its terms, including that I and Participant are hereby giving up substantial legal rights; understand that it is a material inducement for Participant's being permitted to participate in the Activities and to enter and be present at any Activity Site(s) and that Summer Jam and the other Released Parties are relying upon it; and further agree that no oral representations, statements or inducement contrary to anything contained herein have been made by Summer Jam or any of its employees or agents or any of the other Released Parties. If not signed by a parent or legal guardian below, I represent that I am eighteen (18) years of age or older, I acknowledge that Summer Jam and each of the Released Parties is relying on the grant of rights contained herein, and I agree and understand that I will be deemed to be Participant for all

purposes hereunder. If signed by a parent or legal guardian, the parent or legal guardian has explained the risk of participating in the Activities, entering and being present in any Activity Site(s) and safety rules (including any Health Protocols) to Participant and Participant understands the inherent risks and agrees to follow all rules of participating.

Name: _____

Team Name: _____

Address: _____

Phone: _____

Email: _____

Date of Birth: _____

If I am not 18 years of age or older, a parent or legal guardian has given permission by registering on behalf of me. I understand that a parent must show ID when I and my adult sign in.

Name of Child:_____

Parent/Guardian Name: _____

Relationship: _____

Phone: _____

ID: _____

Name of Event:_____