

EXHIBIT C
VOLUNTEER PROGRAM CONFIRMATION & RELEASE
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IN CONSIDERATION OF the undersigned volunteer (“**Volunteer**”) being granted the opportunity to voluntarily participate as a Volunteer on behalf of the non-profit organization indicated below (the “**Non-Profit Organization**”) at the Legends Hospitality, LLC (collectively, “**Legends**”) facility indicated below (“**Facility**”) for event(s) at the Facility within one (1) year from the date indicated below (“**Event(s)**”), the Volunteer (and in the case of any Participant less than eighteen (18) years of age, their Parent or Legal Guardian), individually and on behalf of the Volunteer, acknowledges and agrees as follows:

- A. **VOLUNTARY PARTICIPATION.** I, individually, and on behalf of my family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors, and assigns (collectively the “**Releasor(s)**”), acknowledge that I am volunteering at the Event voluntarily, of my own free will, and for the purpose of performing civic, charitable, or humanitarian duties. I will be volunteering for the Non-Profit Organization without any compensation, expectation of compensation, or commitment. I have not been required, pressured, or otherwise coerced into volunteering my time for the Non-Profit Organization nor had any benefit preconditioned on volunteering time to the Non-Profit Organization. I understand and acknowledge that I am not an employee or agent of Legends, the Facility, the Event holder/promoter (the “**Client**”), nor any of their respective parent companies, affiliated entities, or corporate sponsors including, without limitation, each of their respective employees, directors, agents, servants, officers, trustees, and representatives (in their official and individual capacities) (the “**Released Parties**”). I understand and agree that I am volunteering at the Event as a volunteer and that no compensation is expected in return for the services provided.
- B. **FITNESS FOR VOLUNTEERING.** I understand that the activities involved with volunteering may involve strenuous and hazardous physical activities and I certify that I am in good medical condition, fit to participate at the Event, and do not have any physical limitations, medical ailments, physical, mental, or medical condition that may pose a risk of harm or disability to others or myself. I acknowledge and agree that I will not participate at the Event if my medical or mental condition changes to the extent it may pose a risk of harm or disability to others or myself. As a condition of participating, I agree that I will immediately cease volunteering at any applicable Event if at any time I experience any abnormal mental or physical symptoms, including without limitation, dizziness, illness, injury, stress, anxiety, or embarrassment. I have not, and will not, engage in any unlawful conduct, or in any activity that might negatively impact the reputation and good will of the Released Parties and other parties associated with the Event. I agree that I will fully comply with all applicable governmental laws, regulations, and rules, all instructions provided by the Non-Profit Organization, and all rules and regulations of the Released Parties relating to my participation at the Event, including, but not limited to any and all health and safety protocols of Legends, the Facility, and/or the Client. I will provide immediate notice to the Non-Profit Organization: (1) if I test positive for the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof (“**COVID-19**”) and was at the Facility within forty-eight (48) hours of testing positive for COVID-19; or (2) if I came within close contact, per the applicable guidelines, of a person who tested positive for COVID-19, and I was at the Facility within forty-eight (48) hours of that close contact exposure. I hereby represent and warrant to the Released Parties, understanding that the Released Parties are relying on such representation and warranty in allowing me to serve as a Volunteer at Event(s), that: (1) I have no medical condition which would or could impact on the Released Parties allowing me to serve as a Volunteer at the Event(s); and (2) I am not under the influence of any drug, alcohol, or am not taking any herbal or medicinal supplement or prescription that could impact on my ability to safely and cooperatively serve as a Volunteer at the Event(s) at any time prior to or during my participation as a Volunteer at the Event.

ASSUMPTION OF RISK, RELEASE AND WAIVER. I ACKNOWLEDGE THE INHERENT RISKS AND DANGERS OF MY PARTICIPATION AS A VOLUNTEER AT THE EVENT(S), AND AGREE TO ASSUME ALL RISK, LIABILITY AND RESPONSIBILITY FOR ANY CLAIM, LOSS, BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, LONG TERM ADVERSE EFFECTS FROM EXPOSURE OR CONTRACTION OF COVID-19, OR PROPERTY DAMAGE (COLLECTIVE THE “**CLAIMS**”) THAT I MAY SUFFER OR INCUR DIRECTLY OR INDIRECTLY ARISING FROM MY PARTICIPATION AS A VOLUNTEER AT THE EVENT(S). I, INDIVIDUALLY AND ON BEHALF OF MYSELF AND RELEASORS, AGREE NOT TO SUE AND RELEASE, ACQUIT, AND FOREVER DISCHARGE, AND FOREVER HOLD HARMLESS THE RELEASED PARTIES FROM ANY OBLIGATION, LIABILITY, CLAIMS, OR DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW, BY STATUTE, OR IN EQUITY, THAT ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION AS A VOLUNTEER AT THE EVENT(S), INCLUDING TRAVEL TO AND FROM THE FACILITY. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I, INDIVIDUALLY AND ON BEHALF OF RELEASORS, MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY CLAIMS (AS DEFINED ABOVE), AS WELL AS ANY PENALTY, WAGE, OR OTHER LOSS THAT MAY RESULT FROM MY PARTICIPATION AS A VOLUNTEER AT THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I ALSO ACKNOWLEDGE AND AGREE THAT THE RELEASED PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS. IF MY INSURER(S) DOES NOT PERMIT SUCH A WAIVER WITHOUT AN APPROPRIATE ENDORSEMENT TO MY INSURANCE POLICIES, THEN I COVENANT AND AGREE TO NOTIFY ANY OF SUCH RELEASOR’S INSURERS OF THE WAIVER SET FORTH HEREIN AND TO SECURE FROM ANY SUCH INSURER AN APPROPRIATE ENDORSEMENT TO MY INSURANCE POLICY WITH RESPECT TO SUCH WAIVER. I ACKNOWLEDGE AND AGREE THAT COVID-19 IS EXTREMELY CONTAGIOUS AND THERE IS AN INHERENT RISK OF EXPOSURE TO COVID-19 IN ANY PLACE WHERE PEOPLE ARE OR HAVE BEEN PRESENT, INCLUDING, WITHOUT LIMITATION, AT THE EVENT, AND RELATED ACTIVITIES, TRAININGS, AND MEETINGS, AND THAT NO PRECAUTIONS, INCLUDING THE HEALTH AND SAFETY PROTOCOLS THAT MAY BE ESTABLISHED BY LEGENDS, THE CLIENT, THE FACILITY AND/OR OTHER THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE, AND LOCAL GOVERNMENTAL AGENCIES) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. BY SIGNING THIS CONFIRMATION AND RELEASE, I AM KNOWINGLY AND VOLUNTARILY ASSUMING, ON BEHALF OF THE RELEASORS, ALL RISKS RELATED TO EXPOSURE TO COVID-19 AT ANY EVENT AT THE FACILITY AND AT RELATED ACTIVITIES, TRAININGS, AND

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MEETINGS, AND OTHERWISE IN CONNECTION WITH THE SERVICES I WILL PROVIDE AS A VOLUNTEER HEREUNDER, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF RELEASED PARTIES.

- C. **INDEMNIFICATION.** I, INDIVIDUALLY, AND ON BEHALF OF MY RELEASORS, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS (INCLUDING INJURY OR DAMAGE TO PERSONS AND/OR PROPERTY) AS A RESULT OF ANY CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, JUDGMENTS, COSTS, EXPENSES (INCLUDING HOSPITAL AND MEDICAL EXPENSES) AND/OR ATTORNEYS' FEES, WHICH RESULT FROM, ARISE OUT OF, OR RELATE TO MY PARTICIPATION AT THE EVENT(S).
- D. **MEDICAL TREATMENT.** I, individually and ON BEHALF OF MY RELEASORS, hereby release and forever discharges the Released Parties from any Claims whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation as a Volunteer at the Event(s). I grant permission to the Released Parties to cause emergency medical treatment to be provided if necessary.
- E. **RESPONSIBILITY FOR VOLUNTEER'S ACTIONS.** I AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY CLAIM, LOSS, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT THE RELEASED PARTIES OR ANY PERSON OR ENTITY MAY SUFFER OR INCUR ATTRIBUTABLE TO MY COMMISSION OF ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION IN CONNECTION WITH MY PARTICIPATION AS A VOLUNTEER AT THE EVENT(S), OR MISREPRESENTATION BY ME, MY RELEASORS, OR ANY FAILURE BY ME TO COMPLY WITH THE TERMS OF THIS CONFIRMATION.
- F. **PHOTOGRAPHIC RELEASE.** I hereby grant to the Released Parties on behalf of myself and my Releasors, in perpetuity, universal unrestricted permission, without reservation of any rights, and without any compensation, or additional consideration of any kind, in and to, all original and derivative intellectual property rights and assets resulting from, or created as part of my participation as a Volunteer at the Event(s), and the use of my name, picture, portrait, likeness, identification, photo, audio, or video, and other recordings in all media now known or hereafter devised and modes of transcription, broadcast, telecast, digital distribution, and promotion of all or any part of the Event, and I hereby release all rights in and to all recordings and transcriptions (by video, digital, film, or any other methods now known or hereafter devised) of my participation as a Volunteer at the Event(s). I acknowledge that the Released Parties shall own exclusively all copyright and other rights in and to such recordings and may use them forever and throughout the universe in any manner without compensation to any Releasor. I hereby consent to any publicity, including the use of my name, voice, likeness, and any biographical information provided in connection with the Event(s), and waive any right to inspect and/or approve any photography, film, audio, video, or any other recordings or advertising copy which may be used in connection with my participation as a Volunteer or attendance at the Event(s).
- G. **OTHER.** I agree that this confirmation and release is intended to be as broad and inclusive as permitted by the laws of the "State" (as defined herein, State shall include any applicable state, commonwealth, district, or territory of the United States) in which the Facility is located in and that this confirmation and release shall be governed by, and construed in accordance with the laws of the State in which the Facility is located in. In the event that any clause or provision of this confirmation and release shall be held invalid by any court of competent jurisdiction, the invalidity of this clause or provision shall not otherwise affect the remaining provisions of this confirmation and release, which shall continue to be enforceable.

BY SIGNING THIS CONFIRMATION AND RELEASE, I HEREBY ACKNOWLEDGE AND REPRESENT THAT: I HAVE FULL CAPACITY TO DO SO, HAVE READ THIS ENTIRE DOCUMENT, I UNDERSTAND ITS TERMS AND PROVISIONS, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR RELEASORS MAY HAVE AGAINST THE RELEASED PARTIES, IT IS A BINDING AGREEMENT, AND I HAVE SIGNED IT KNOWINGLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

VOLUNTEER MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE

FACILITY: Live Nation (Somerset Amphitheater)

NON-PROFIT ORGANIZATION: United Way St. Croix Valley Inc.

VOLUNTEER (Please Print): _____ **Birth (Mo.)** _____ **(Day)** _____ **(Year)** _____

Address _____ **(City)** _____ **(State)** _____ **(Zip)** _____

Email _____ **Tel** _____

Signature _____ **Date** _____