

RELEASE, WAIVER AND INDEMNITY AGREEMENT

CLEVELAND BROWNS FOOTBALL COMPANY LLC, CLEVELAND BROWNS STADIUM COMPANY LLC, and/or the CLEVELAND BROWNS FOUNDATION (individually and collectively the "Browns") is providing the undersigned individual ("Releasor") an opportunity to participate in the Cleveland Browns 2021 LEGENDS Clinics (the "Activity") to take place in June through July of 2019. In consideration of being permitted to participate in the Activity, I, Releasor, hereby agrees as follows:

1. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization and that COVID-19 infections and deaths have been confirmed throughout the United States, including in the state of Ohio.
2. I understand the known and potential risks of COVID-19, including quarantine, serious illness, disability and death. I also understand, acknowledge and agree that (a) these risks cannot be fully eliminated and are increased by proximity to other people, (b) there is an inherent and elevated risk of exposure to COVID-19 in any public place or place where people are present, and (c) there is no guarantee, express or implied, that I will not be exposed to COVID-19. Despite these risks, I voluntarily agree to participate in the Activity and assume all risks associated with COVID-19.
3. I will not participate in the Activity if I answer "YES" to any of the following questions on behalf of myself and/or my minor child:
 - **IN THE PAST 14 DAYS, HAVE YOU BEEN DIAGNOSED WITH COVID-19?**
 - **IN THE PAST 14 DAYS, HAVE YOU EXHIBITED SYMPTOMS OF COVID-19, INCLUDING ONE OR MORE OF THE FOLLOWING?**
 - FEVER OR CHILLS
 - COUGH
 - SHORTNESS OF BREATH OR DIFFICULTY BREATHING
 - FATIGUE
 - MUSCLE OR BODY ACHES
 - HEADACHE
 - NEW LOSS OF TASTE OR SMELL
 - SORE THROAT
 - CONGESTION OR RUNNY NOSE
 - NAUSEA OR VOMITING
 - DIARRHEA
 - **IN THE PAST 14 DAYS, HAVE YOU BEEN IN CONTACT WITH SOMEONE WHO HAS BEEN CONFIRMED OR SUSPECTED OF HAVING COVID-19?**
4. During the Activity, I will follow the recommendations of the Centers for Disease Control and Prevention to reduce the spread of COVID-19, which currently include the following:
 - **WEAR A CLOTH FACE COVERING:** Wear a cloth face covering while working or in close proximity to other people.
 - **PRACTICE SOCIAL DISTANCING:** Avoid large gatherings and maintain distance (at least 6 feet) from others when possible.
 - **FOLLOW HAND HYGIENE AND RESPIRATORY ETIQUETTE:**
 - Wash hands often with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol if soap and water are not available. Key times to clean hands include the following: before and after work shifts; before and after work breaks; after using the restroom; before eating or preparing food; and after putting on, touching or removing cloth face coverings.
 - Cover the mouth and nose with a tissue when coughing and sneezing. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
5. If I develop symptoms of COVID-19 during the Activity, I will immediately separate myself from other people and cease participating in the Activity.
6. I, Releasor, on behalf of my heirs, assigns, and successors, hereby unconditionally and forever RELEASE, WAIVE ANY CLAIM, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY the Browns, the National Football League and each of their respective affiliates, direct and indirect owners, officers, sponsors, employees, partners, and members, and the other promoters, sponsors, employees, advertisers, volunteers and any others involved with such activities (collectively, the "Releasees"), from and concerning any and all liability, for any loss or damage, and from any claim or damage, including those related to COVID-19 (collectively, the "Losses"), in connection with the Activity, including, without limitation, all times that the I (and/or my minor child) is physically present at the site of any activities related thereto, regardless of whether such Losses are (i) personal to me or my minor child or raised by a third party, (ii) relating to injury to any person (including death) or property, or (iii) caused by the negligence of such Releasees or otherwise.
7. I, Releasor, acknowledge and understand that participation in the Activity requires vigorous physical activity. I represent that I (and/or my minor child participating in the Activity) have been examined by a licensed physician recently and I (and/or my minor child participating in the Activity) am in good health and further represents that I am not aware of any current or previous health condition that may give rise to a concern regarding participation in the Activity and am under no instruction or advice to limit activity in any way. I

