

TERMS OF PARTICIPATION
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Laver Cup 2023—Ballkid

1. In consideration of allowing the minor child identified below (the “Minor”) the opportunity to try out for and, if chosen, train and participate as a “Ballkid” for the 2023 Laver Cup to be held in Vancouver, Canada at Rogers Arena on September 22-24, 2023 (the “Tournament”), the undersigned, as the parent or natural guardian or legal guardian of the Minor (the “Parent or Guardian”) so trying out, and, if chosen, training and participating, hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, any of TRIDENT8 Limited, TEAM8, LLC, and their respective agents, contractors, affiliates, subsidiaries, shareholders, licensees and designees and their respective officers, directors, agents, servants, and employees or any of the participants in the Tournament and/or any of their heirs, agents, executors or legal representatives (hereinafter referred to collectively as “RELEASEES”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, to person or property for any reason, which the Minor may sustain while participating in such activity, or while in, on or upon or traveling to or from the premises where the activity is being conducted, OTHER THAN FOR CLAIMS WHICH MAY NOT BE WAIVED UNDER APPLICABLE LAW.
2. The Parent or Guardian of the Minor, hereby elects for the Minor to try out for, and if chosen, train for and participate in said activity with full knowledge that said activity may be hazardous to the person or property of the Minor. THE UNDERSIGNED, AS THE PARENT OR GUARDIAN OF THE MINOR, VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Minor, or any loss or damage of property owned by the Minor, as a result of the Minor being engaged in such activities.
3. The Parent or Guardian further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the participation of the Minor in said activity for any reason OTHER THAN AS NOT DISCHARGEABLE UNDER APPLICABLE LAW.
4. As the Parent or Guardian of the Minor, it is my express intent that these Terms of Participation shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that these Terms of Participation shall be construed in accordance with the laws of England and Wales.
5. As the Parent or Guardian of the Minor, do hereby consent to the absolute, irrevocable, perpetual unrestricted worldwide right by RELEASEES:
 - a. to photograph, record and videotape the Minor in connection with his/her trying out, and, if chosen, training and participating, as a “Ballkid” for the Tournament;
 - b. to copyright, use, re-use, publish, re-publish, reproduce, exhibit, distribute, broadcast, televise, digitize,

display and otherwise exploit all photographic or digital images, recordings, videotapes, audiovisual materials, writing, or statements (collectively, the "Materials") which RELEASEES may make of the Minor in connection with the foregoing; and

- c. to use the Minor's name and/or likeness and/or quotes and/or the Materials for any purpose, including, but not limited to, the exploitation of the Tournament or of any past or future Laver Cups or any renderings, reproductions, composites or distributions thereof, in each case, in any medium now or hereafter known, including the internet, and for any purpose whatsoever. The foregoing grant of rights does not actually obligate RELEASEES to use any of the Minor's name and/or likeness and/or quotes and/or the Materials. In addition, as the Parent or Guardian of the Minor, I waive (i) all claims to compensation or damages based on the use of the Minor's name and/or likeness and/or quotes and/or the Materials by RELEASEES and (ii) all rights that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with the Tournament or the use to which the Minor's name and/or likeness and/or quotes and/or the Materials may be applied. As the Parent or Guardian of the Minor, I acknowledge that neither the Minor nor I have any rights in or to the Materials.

6. Parent/Guardian acknowledges that TRIDENT8 Limited will hold Parent/Guardian's and Minor's name and contact information within its possession, and as such will be a controller of such data. TRIDENT8 Limited will comply with all applicable law in doing so, including without limitation under the UK General Data Protection Regulation (GDPR). TRIDENT8 Limited and its affiliates will not use any such data for commercial purposes, other than that they may directly contact Parent/Guardian in connection with future Laver Cup information. TRIDENT8 Limited may share such data with Vancouver Arena Limited Partnership (operator of Rogers Arena) and its affiliates and select Laver Cup-service providers solely for the purposes of Minor's participation as a Ballkid (if chosen) at Laver Cup 2023.

As the Parent or Guardian of the Minor, I hereby release and discharge RELEASEES from any and all claims and demands ensuing from or in connection with the use of the Minor's name and/or likeness and/or quotes and/or the Materials or by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, as well as any publication thereof, including, without limitation, any and all claims for libel and invasion of privacy.

In no event may I or the Minor terminate the rights granted hereunder, or seek or obtain injunctive relief or other equitable relief with respect to the rights granted hereunder. I have read the above authorization, release and agreement, prior to its execution, and I am fully familiar with the contents thereof. I understand that this consent is binding on me and the Minor and each of our respective heirs, legal representatives and assigns. I acknowledge that RELEASEES has been induced to proceed with the publication, broadcast, distribution and exploitation of the Materials in reliance upon this consent.

7. If Minor is chosen to be a Ballkid at Laver Cup 2023, Parent/Guardian and Minor will follow all instructions of TRIDENT8 Limited in connection therewith.
8. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Terms of Participation, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or

inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. I further represent that I am the Parent or Guardian of the Minor identified below and recognize and agree that I am executing these Terms of Participation on behalf of the Minor and that RELEASEES will be relying on my agreements and representations allowing the Minor to participate in the activities set forth herein.