

## **2021 MIAMI BEACH SWIMSHOW SUPPLEMENTAL TERMS, CONDITIONS, AND LIABILITY WAIVER**

- 1. PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE 2021 MIAMI BEACH SWIMSHOW (“2021 SwimShow”) OR RELATED EVENT**
2. Your admission to and attendance at 2021 SwimShow is a revocable license, and the holder of a license, on behalf of the holder and any accompanying minor, including a minor holding a separate license (individually and collectively, “You,” or the "Holder"), agrees to all of its terms. The Holder agrees that this revocable license is subject to these terms and conditions, as well as any additional terms and conditions established by the Swimwear Association of Florida, Inc. and/or its affiliates (the "Association"), its officers, directors, members, managers, employees, agents, and/or its affiliates, and the Miami Beach Convention Center or venue grounds (including, without limitation, parking areas and entry gates) (the "Venue") at which the 2021 SwimShow or any surrounding activities (in whole or in part) for which this license is issued (the "Event") is held (collectively, all such additional terms, "Supplemental Terms"). Supplemental Terms include the health and safety requirements and other terms set forth below. By entering the Venue for the 2021 SwimShow, acceptance and/or use of this license and/or entering (or seeking entry into) the Venue, the Holder is deemed to have read all such terms and agreed to be bound by them.
3. Due to the uncertainty related to COVID-19 (including any variants), Holder's admission to the Venue and/or 2021 SwimShow are subject to all safety and health requirements and policies put in place by the Association, Venue, and Event, including requirements relating to face masks and enhanced health screenings (which may include a requirement that the Holder, and any person in the Holder's party, be tested for COVID-19 through a variety of testing protocols, including without limitation, a prohibition on facemask types (e.g. bandanas, gators, face shields), as well as enforcement of proper facemask usage (e.g. requiring masks be worn over both mouth and nose), and those policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of the Association and/or Venue) and as they may be communicated to You, the Holder, prior to or during the 2021 SwimShow Event (whether orally or in writing) by, for example, instruction provided by the Association or Venue personnel or signage in or around the Venue, are collectively referred to below as the "Safety Requirements". The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance.
4. You agree that neither You, the Holder, nor anyone in the Your party, will attend the Event if any one or more of the following is true on the day of such Event:

- Within the prior 14 days, the Holder has (or any person in the Holder's party or with whom the Holder has had close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19, or any other transmittable disease, such as influenza;
- Within the prior 48 hours, You have (or any person in the Your party or with whom You have had close contact has) experienced symptoms of COVID-19 and/or influenza (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the Centers for Disease Control and Prevention); or
- Within the prior 14 days, You have (or any person in Your party or with whom the You have had close contact has) travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19. To ensure that all 2021 SwimShow patrons, vendors, and/or attendees agree to, and comply with, all Safety Requirements and all other 2021 SwimShow and venue rules, Your license or ability to enter the Event may not be resold or offered for resale on any platform other than a platform expressly authorized by the Association or the Venue. Without limiting the foregoing, any transfer of your license or permission to enter the Event to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by the Association or Venue) may be voided by the Association and this Your Admission cancelled.

**5. YOUR ACCESS TO THE EVENT MAY BE DENIED BY THE ASSOCIATION FOR HIGH TEMPERATURE OR UPON REFUSAL TO PARTICIPATE IN THE MANDATORY TEMPERATURE SCREENING, OR FOR ANOTHER REASON DETERMINED BY THE ASSOCIATION IN ITS SOLE DISCRETION, INCLUDING COMPLIANCE WITH MASK REQUIREMENTS. THE ASSOCIATION IS NOT RESPONSIBLE FOR REFUNDS, REIMBURSEMENTS, OR CREDITS OF ANY KIND IN THE EVENT ANY INDIVIDUAL IS DENIED ACCESS TO OR REMOVED FROM THE EVENT BY THE ASSOCIATION. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION, OR VENUE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING AIRFARE, LODGING, TRANSPORTATION, MEALS, ETC.) RESULTING FROM DENIAL TO OR REMOVAL FROM THE EVENT.**

**6. THE HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. 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. THE HOLDER OF THIS LICENSE VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Event, whether occurring prior to, during, or after the Event, however caused and whether by negligence or otherwise.**

7. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Venue or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

If the Holder is a minor child, under Florida law the Released Parties are required to disclose the following:

#### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASED PARTIES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

As used herein:

- o "Related Persons" means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder (which persons the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.

- "Released Parties" means: (i) the Swimwear Association of Florida, Inc. and each of its respective officers, directors, owners, members, managers, partners, shareholders, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), direct and indirect owners, affiliates,, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Venue; (iii) all third parties performing services at the Venue; (iv) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, shareholders, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) – (iv), whether past, present or future and whether in their institutional or personal capacities.
8. Should any current or future dispute, claim or cause of action related to this LICENSE or the Event arise between the Holder and the Association and/or Venue, the Holder shall send a written notice describing the issue (a "Dispute Notice") to Swimwear Association of Florida, Inc. at info@swimshow.com, Attn: Legal Department. The Holder and the Association and/or Venue agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Miami-Dade County, Florida conducted by Salmon & Dulberg ("Arbitrator") in accordance with the Arbitrator's rules and procedures, subject to the U.S. Federal Arbitration Act and federal arbitration law (which is applicable because the Association and/or Venue are engaged in transactions involving interstate commerce with respect to the Event). The costs of such arbitration shall be split evenly among the parties except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to the Holder. **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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. YOU AND THE ASSOCIATION AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, YOU MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.**
9. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU KNOWINGLY, VOLUNTARILY AND EXPRESSLY RELEASE THE ASSOCIATION AND ANY AND ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERSONAL REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNEES FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, RIGHTS, DAMAGES,**

**LOSSES, EXPENSES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER, WHICH YOU HAVE NOW OR MAY IN THE FUTURE ARISING OUT OF OR IN CONNECTION WITH THE EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 AT OR AROUND THE EVENT OR VENUE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS FOR ANY BODILY INJURY, INCLUDING DEATH, WHICH YOU MAY SUFFER OR SUSTAIN AS A CONSEQUENCE OF EXPOSURE TO COVID-19 VIRUS (INCLUDING ANY VARIATION OR MUTATIONS) AND ANY AND ALL SUCH CLAIMS ARE HEREBY UNCONDITIONALLY WAIVED.**

10. To the fullest extent permitted by law, You, the Holder, agree to indemnify, defend, and hold harmless the Association from and against any and all liability for loss, damage, expense, for which the Association may be held liable or incur by reason of injury or harm (including death) to any person (including the Association's agents), arising out of or in any way related to the actual or alleged exposure, infection, and/or spread of COVID-19 (including any variants) and Your presence at the Venue and/or the Event.
11. Without limiting the foregoing, the Holder agrees not to give or offer this license in a manner that would constitute a violation of the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.
12. If any provision or part of these terms or the Supplemental Terms is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and the Supplemental Terms remain valid and binding.
13. In the event of a conflict between any other terms and these terms and conditions, these terms and conditions will apply.

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Company

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date