

USE OF CHIEFS FIT FACILITIES

WAIVER AND RELEASE – ASSUMPTION OF RISK. Using public fitness facilities, such as the Chiefs Fit, LLC ("Chiefs Fit") facilities involves certain risks, whether you or someone else causes it. Further, the use of public facilities may increase the risk of transmission of a highly communicable disease, such as COVID-19. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. You agree to use additional precautions and to comply with any and all social distancing policies that may apply to avoid spreading or getting any highly communicable disease such as COVID-19. **In consideration of your use of the Chiefs Fit facilities and your participation in the gym activities offered by Chiefs Fit, you (a) understand and voluntarily accept and assume all such risks, both known and unknown, and (b) agree, on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators, agents, assigns or others), to fully and completely release and discharge Chiefs Fit and its officers, directors, members, employees, volunteers, agents, affiliates and independent contractors (collectively, the "Releasees") for any injury (including, without limitation, personal, bodily, or mental injury, economic loss or theft of any personal property) or any other damage (collectively, "Damages") to you, your spouse, guests, children, unborn child, or relatives resulting, directly or indirectly, from (x) the use of a Chiefs Fit facility, (y) from the negligence of Chiefs Fit or anyone on Chiefs Fit's behalf (including the Releasees) or (z) anyone using the facilities, all whether related to exercise or not, except such Damages which result from the willful misconduct or gross negligence of Chiefs Fit (and its affiliates, employees, agents, representatives, successor and assigns).** Further, you understand and acknowledge that Chiefs Fit does not manufacture fitness or other equipment that are provided at its facilities, but purchases and/or leases equipment. You understand and acknowledge that Chiefs Fit is providing recreational services and may not be held liable for defective products. **YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY.**

Indemnity. You agree to indemnify the Releasees from and against any and all (a) Damages or other liability incurred by you during or related to your use of any and all Chiefs Fit facilities and (b) Damages incurred by anyone resulting from or related to your use of any and all Chiefs Fit facilities, except to the extent such Damages result from the willful misconduct or gross negligence of Chiefs Fit, its affiliates, agents or employees.

Health Warranty. You represent that you are in good health and have no disability, impairment, injury, disease, known or obvious symptoms of or risk factors for a highly communicable disease (e.g. COVID-19), or ailment, preventing you from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise.

Medical Disclaimer. You acknowledge that Chiefs Fit has made no claims as to medical results that can or may be obtained through use of any Chiefs Fit facility and cannot and does not warrant that such facility is free from communicable diseases or risk of injury. Chiefs Fit has neither suggested nor will it suggest any medical treatment to Members and Guests at its facilities. Only licensed medical professionals are qualified to give medical advice. You represent that there is no medical or physical condition or risk factors for a highly communicable disease that would

preclude you from the use of Chiefs Fit's facilities and you further represent that you have not been instructed by any physician not to use Chiefs Fit's facility or any similar facility.

Governing Law. This Agreement shall be interpreted under the laws of the State of Kansas.

NOTICE OF LICENSE FOR CHIEFS FIT, LLC. NEITHER KANSAS CITY CHIEFS FOOTBALL CLUB, INC. ("LICENSOR") NOR ANY RELATED ENTITY IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION. CHIEFS FIT, LLC IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY LICENSOR TO USE CERTAIN KANSAS CITY CHIEFS MARKS IN CONNECTION WITH ITS OPERATION. IT IS UNDERSTOOD AND AGREED THAT NEITHER LICENSOR, NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO ANY PARTY TO THIS CONTRACT (OR ANY OF THEIR SUCCESSORS, ASSIGNS, AFFILIATES, REPRESENTATIVES, HEIRS OR FAMILY MEMBERS), AS CHIEFS FIT, LLC IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.