

PARTICIPANT NOTICE - THE BEACH CHICAGO TERMS & CONDITIONS

By attending and/or participating in the Beach Chicago event at Navy Pier, the participant ("**Participant**"), on his/her own behalf and on behalf of any minor accompanying Participant to the Beach Chicago ("**Minor(s)**"), agrees to the following terms and conditions (the "**Beach Terms and Conditions**"). The Beach Terms and Conditions shall be governed by the laws of the State of Illinois, without regard to applicable conflicts of laws provisions or the principles of comity.

WAIVER AND RELEASE OF LIABILITY

Participant recognizes that attendance of Participant and Minor(s) at the Beach is voluntary and may result in personal injury (including death) and/or property damage and agrees to stay alert and remain aware of his/her surroundings and the surroundings of Minor(s). By attending, observing or participating in the Beach, **Participant, on behalf of himself/herself and Minor(s), acknowledges and assumes all risks and dangers associated with Participant and/or Minor(s) attending, observing or participating in the Beach, in each case, whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown, dropped, or launched items; projectiles; persons; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators.** Participant agrees that: (a) NPI as well as the Metropolitan Pier and Exposition Authority, their respective officers, board members, employees and contractors, collectively, the "**Released Parties**"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of Participant's and/or Minor(s): (x) participation in, attendance at, and/or observation of the Beach and/or (y) the negligence of any of the Released Parties (collectively, the "**Released Claims**").

BY ATTENDING AND/OR PARTICIPATING IN THE BEACH, PARTICIPANT, ON HIS/HER OWN BEHALF AND ON BEHALF OF MINOR(S), IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

IF MINOR(S) IS/ARE ACCOMPANYING PARTICIPANT TO THE BEACH, PARTICIPANT IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF PARTICIPANT DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), PARTICIPANT SHOULD IMMEDIATELY LEAVE THE BEACH WITH THE MINOR(S).

Participant will indemnify, defend and hold harmless the Released Parties from and against any and all demands, suits, claims, costs (including reasonable attorneys' fees and expenses), expenses and liability arising out of, incidental to or related in any way to (i) Participant's and/or Minor(s)' attendance at, observation of, and/or participation in the Beach, (ii) Participant's and/or Minor(s)' acts or omissions, or (iii) Participant's breach of any of the Beach Terms and Conditions.