

## 2021 National University Commencement

### Admittance Waiver and Release Terms

IMPORTANT. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“AGREEMENT”). IN ORDER TO BE ADMITTED TO NATIONAL UNIVERSITY (“NU”) COMMENCEMENT YOU AGREE TO THE FOLLOWING:

By using NU issued ticket to attend or participate in the NU Commencement, Commencement ticket holder (“**Holder**”), acknowledges and assumes all risks and dangers associated with Holder and/or Minor(s) (i) before, during, and after Commencement and (ii) attending or participating in Commencement, in each case, whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of contracting COVID-19 and any incidents or accidents associated with crowds of people or the negligence or misconduct of other participants.

#### Waiver and Release of Liability

Holder further agrees that NU, its affiliates, officers, trustees, employees, partners, agents, representatives and independent contractors; the PETCO Ballpark (“**Venue**”) and the owners and/or operators thereof; any local or state governmental body associated with the Venue, (collectively, the “**Released Parties**”), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of Holder’s and/or Minor(s)’ (a) participation in, attendance at, and/or observation of the Game and/or (b) the negligence of any of the Released Parties (collectively, the “**Released Claims**”). Holder hereby releases, forever discharges, and covenants not to sue the Released Parties from and against any and all Released Claims and/or any other claims which Holder and/or Minor(s) has or may have for invasion of privacy, defamation, violation of any right of publicity, right of privacy or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of and/or materials in which recordings or photographs of Holder or Minor(s) from the Commencement appear.

HOLDER, ON BEHALF OF HOLDER, MINOR(S), ACCOMPANYING PARTIES AND THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THEIR BEHALF, WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE THE RELEASED PARTIES WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, (A) USE OF THIS TICKET, (B) PRESENCE AT THE VENUE OR (C) PARTICIPATION IN THE COMMENCEMENT OR ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (1) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF THE RELEASED PARTIES, AND/OR (2) THE INHERENT RISKS ASSOCIATED WITH VISITING THE VENUE, INCLUDING, WITHOUT LIMITATION (X) ALL CLAIMS FOR PERSONAL INJURIES, WRONGFUL DEATH OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER

COMMUNICABLE DISEASE BY HOLDER, MINOR(S), ACCOMPANYING PARTIES OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER, MINOR(S) OR ANY ACCOMPANYING PARTY; AND (Y) ALL CLAIMS IN CONNECTION WITH THE APPLICATION OF ANY HEALTH AND SAFETY PROTOCOLS TO HOLDER, MINOR(S) AND/OR ACCOMPANYING PARTIES.

HOLDER FURTHER ACKNOWLEDGES AND AGREES THAT HOLDER IS FAMILIAR WITH AND DOES HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY ATTENDING AND/OR PARTICIPATING IN COMMENCEMENT, HOLDER, 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 HOLDER TO THE GAME, HOLDER 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 HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE COMMENCEMENT WITH THE MINOR(S).

Holder 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) Holder's and/or Minor(s)' attendance at, observation of, and/or participation in the Commencement, (ii) Holder's and/or Minor(s)' acts or omissions, or (iii) Holder's breach of any of the terms, conditions or representations made in the Agreement.

### **COVID-19**

COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. HOLDER, ON THEIR BEHALF AND ON BEHALF OF ANY MINOR(S) AND ACCOMPANYING PARTIES (DEFINED BELOW), AGREES TO (1) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES,

AND (2) COMPLY WITH ALL RELATED HEALTH & SAFETY POLICIES OF NATIONAL UNIVERSITY AND THE VENUE OWNER/OPERATOR.

Holder acknowledges and understands that, if infected with COVID-19 or other Communicable Disease (as defined at the conclusion of this paragraph), Holder, Minor(s) and/or Accompanying Parties may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, Holder agrees that neither Holder, Minor(s) nor Accompanying Parties will attend the Game if within fourteen days preceding the Game, they have:

(1) tested positive or presumptively positive for COVID-19 or other Communicable Disease or been identified as a potential carrier of COVID-19 or other Communicable Disease; OR

(2) experienced any symptoms commonly associated with COVID-19 or other Communicable Disease; OR

(3) been in direct contact with or the immediate vicinity of any person who is confirmed or suspected of being infected with COVID-19 or other Communicable Disease.

A "Communicable Disease" as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof.

Holder, on their behalf and on behalf of the Minor(s) and Accompanying Parties, acknowledges and expressly assumes all risks that are in any way related to or arising from being exposed to or contracting COVID-19 or other Communicable Disease in the Venue. By using this ticket, Holder is acknowledging and confirming, both now and in the future, that Holder understands and expressly assumes the risk that Holder, Minor(s) and/or Accompanying Parties may be exposed to COVID-19 or other Communicable Disease. Holder expressly understands that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. Holder further acknowledges and understands that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that Holder, Minor(s) and/or Accompanying Parties will not be exposed, and that as such, potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in Holder's decision to use this ticket that cannot be eliminated.

**The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained herein are intended to be binding and full waivers of claims and releases of liability, and interpreted to be as broad and inclusive as**

**is permitted by law, including with respect to any controversy, claim or dispute that may arise related to exposure or contraction of COVID-19 or other Communicable Disease. If any part hereof is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.**

## **MANDATORY ARBITRATION AGREEMENT & CLASS ACTION WAIVER**

Unless prohibited by federal law, Holder and the NU agree to arbitrate any and all claims and disputes relating in any way to Holder's purchase or use of this ticket and/or those of Minor(s), Holder's and/or Minor(s)' participation in, attendance at, and/or observation of the Game, the Agreement, and any related dealings between them, including, without limitation, claims of bodily injury or property damage arising out of Holder's and/or Minor(s)' attendance at and/or participation in the Commencement ("**Arbitration Claims**"), except for Arbitration Claims concerning the validity, scope or enforceability of this Arbitration Agreement, through **BINDING INDIVIDUAL ARBITRATION**. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

In any Arbitration Claim to be resolved by arbitration, neither Holder nor NU will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that Holder and the NU would have in court will not be available or will be more limited in arbitration, including the right to appeal. Holder and the NU each understand and agree that by requiring each other to resolve all disputes through individual arbitration, \* **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** \* \_The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered an arbitrator upon which the parties both agree in writing or that is appointed pursuant to section 5 of the FAA. The arbitration shall take place in San Diego. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to Holder and NU alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The parties agree that this Arbitration Agreement extends to any other parties involved in any Arbitration Claims, including, but not limited to, Minor(s) and the Released Parties. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

NU will be responsible for paying all arbitration fees other than the amount of filing fees Holder would have incurred in the state or federal court where the Commencement took place, whichever is less. Notwithstanding any other provision herein, Holder and NU may seek relief in a small claims court for Arbitration Claims within its jurisdiction. In addition, Holder and the Padres each may exercise any lawful rights to seek provisional

remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of the Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of the Agreement, the conclusion of the Commencement, and/or the bankruptcy or insolvency of a party (to the extent permitted by applicable law).

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY.** If you do not wish to be bound by this agreement to arbitrate, you must notify NU by mailing a written opt-out notice, postmarked within seven (7) days after the date of Commencement. You must send your request to: National University, Attn: Legal Department, 11355 North Torrey Pines Road, La Jolla, 92037 The request must include your full name, address and the statement "I reject the Arbitration Agreement contained in my Commencement Ticket." If you exercise the right to reject arbitration, the other terms of the Agreement shall remain in full force and effect as if you had not rejected arbitration.

Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Agreement, the Claimant shall give the other party or parties written notice of the Arbitration Claim (a "**Claim Notice**") and a reasonable opportunity, not less than 30 days, to resolve the Arbitration Claim. Any Claim Notice to NU shall be sent by mail to: National University, Attn: Legal Department, 11355 North Torrey Pines Road, La Jolla, 92037 Any Claim Notice must (a) identify the Claimant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of the Claimant, and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Arbitration Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

**IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE GAME, HOLDER IS DEEMED TO HAVE AGREED TO THIS ARBITRATION AGREEMENT ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO MAKE SUCH AGREEMENT ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE VENUE WITH THE MINOR(S).**