

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK:**

By purchasing a ticket for, participating in and/or attending the ice maze event, and any related activities, taking place at the Viking Lakes Facilities<sup>1</sup> (the “Event”), User (as defined below) understands that User agrees to and accepts the following terms of this RELEASE OF LIABILITY AND ASSUMPTION OF RISK (the “Release”). In consideration of being permitted to participate in and/or attend this Event, and in recognition of the reliance of Minnesota Ice Sculptures, LLC (the “Company”) and the Releasees (defined below) hereon, User agrees to all the terms and conditions set out in this Release, which terms and conditions shall become effective upon purchase of a ticket or tickets to the Event. User acknowledges that, but for the execution of this Release Releasees (as defined below) would not allow for User’s admission into the Event.

As used in this Release, “User” means the person who agrees to this Release, and anyone who has or obtains legal rights from or through that person.

User HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of any Releasee(s), from dangerous or defective equipment or property owned, maintained, or controlled by any Releasee(s), or because of the possible liability of any Releasee(s). User certifies that User is physically fit, has sufficiently prepared for participation in this Event, and has not been advised to not participate by a qualified medical professional. User certifies that there are no health-related reasons or problems which preclude User’s participation in this Event. User acknowledges that this Release may be used by Company and any Releasee(s), and that the Release shall govern User’s actions and responsibilities at the Event. In consideration of User’s attendance or participation in the Event, User hereby takes action for him or herself, User’s executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) USER WAIVES, RELEASES, AND DISCHARGES any and all claims, now known or hereafter known, against the Company, its directors, officers, managers, employees, volunteers, representatives, affiliates, agents, successors, and/or assigns, the persons and/or entities that hold the Event, sponsor the Event, and/or own the property at which the Event takes place (collectively, the “Releasees”<sup>2</sup>), arising out of or attributable to the Event, whether arising out of the negligence or any act or omission of the Company or any Releasee(s) or otherwise, including, but not limited to claims for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to User including during User traveling to and from this event. User covenants not to make or bring any such claim against the Company or any Releasee(s), and forever releases and discharges the Company and any Releasee(s) from any and all liability for such claims.

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<sup>1</sup> As used in this Release, “Viking Lakes Facilities” means the portion of the Viking Lakes development property located in Eagan, Minnesota for which the User is granted access and includes, but is not limited to, the Viking Lakes Plaza, Legends Crossing, Outlot A, Viking Lakes 3rd Addition, Lot 1, Block 1, Viking Lakes 3rd Addition, trails, paths, sidewalks, private roads, parking areas, and any other affiliated and surrounding areas to which the User may have access.

<sup>2</sup> The term “Releasees” as used herein includes, but is not limited to, MV Ventures Management, LLC, MV Ventures Properties, LLC, Sheldon Road Associates, LLC, M Land, LLC, Eagan V Land, LLC, MVE Hotel, LLC, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, the National Football League (“NFL”), and each of their respective officers, directors, managers, members, owners, affiliates, successors, employees, agents, assigns, insurers, and lenders.

(B) USER SHALL DEFEND, INDEMNIFY, HOLD HARMLESS the Company and any Releasee(s) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out of or resulting from any claim of a third party related to User's attendance at or participation in this Event, whether arising out of User's own negligence or the negligence or any act or omission of the Company, its agents or employees, or any Releasee(s).

User is aware of, understands, and acknowledges that the Company and any Releasee(s) are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. User acknowledges that this Event may involve a test of a person's physical and mental limits and carries with it the potential for death, disability, serious injury, and property loss. User acknowledges that any injuries that User sustains may result from or be compounded by the actions, omissions, or negligence of the Company or any Releasee(s), including negligent emergency response or rescue operations of the Company or any Releasee(s). The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the Event. These risks are not only inherent to participants, but are also present for volunteers. Notwithstanding the risk, User acknowledges that User is voluntarily participating in and attending the Event with knowledge of the danger involved and hereby agrees to accept and assume any and all risks of injury, disability, death, and/or property damage, arising from User's participation in or attendance at the Event, whether caused by the negligence of the Company or any Releasee(s), or otherwise.

User hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness. User understands and agrees that User is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. User hereby releases, forever discharges, and holds harmless the Company and any Releasee(s) from any claim based on such treatment, transportation, or other medical services.

User understands and will follow the rules of use of the Facilities which may be communicated to User from time to time. User understands and agrees to irrevocably grant to the Releasees, and each of their respective successors, assigns and licensees the exclusive right and authority use and publish User's voice, picture, name and likeness for advertising, publicity or promotional and other purposes in connection with the Releasees in any form, including and without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts and web pages. This right shall survive the termination of this Agreement. No additional compensation shall be paid or payable to the User for any right or use granted to the Releasees by the User.

In the event User decides to bring a minor who is under the age of 18 to the Event, User understands that User is solely responsible for the well-being and supervision of that minor at all times while on the Viking Lakes Facilities. User gives User's permission for emergency medical care to be administered to the minor should a medical emergency arise during the Event. Any expenses relating to such medical care will be User's sole responsibility. User understands that User is fully responsible for all minors who accompany User to the Event.

This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Release constitutes the sole and entire agreement of the Company and User with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such

subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and User and our respective successors and assigns. User acknowledges and agrees that the Releasees are intended third-party beneficiaries of this Release. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the state courts located in Dakota County, Minnesota, and User hereby consents to the exclusive jurisdiction of such courts.

In addition to the foregoing, User understands and recognizes that Covid-19, has been declared a worldwide pandemic by the World Health Organization, and that Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in some locations, prohibited the congregation of groups of people. User understands that preventative measures may be put in place to reduce the spread of Covid-19; however, User may become infected with Covid-19. Further, attending events could increase User's risk of contracting Covid-19. By purchasing a ticket, User acknowledges the contagious nature of Covid-19 and voluntarily assume the risk of being exposed to or infected by Covid-19 through attending events and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. User understands that the risk of becoming exposed to or infected by Covid-19 at the Event may result from the actions, omissions, or negligence of ticket holders and others, including, but not limited to, the Company and any Releasee(s). User voluntarily agrees to assume all Covid-19-related risks and accepts sole responsibility for any injury to User's child(ren) or User (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that User or User's child(ren) may experience or incur in connection with User's child(ren)'s attendance at the event or participation in the Event.

In addition to the foregoing, on User's behalf, and on behalf of User's children, User hereby releases, covenants not to sue, discharges, and hold harmless the Company and any Releasee(s) from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to Covid-19. User understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the Company and any Releasee(s), whether a Covid-19 infection occurs before, during, or after participation in the Event.

USER CERTIFIES THAT USER HAS READ THIS DOCUMENT AND USER FULLY UNDERSTANDS ITS CONTENTS. USER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND USER ACCEPTS AND AGREES TO IT OF USER'S OWN FREE WILL.

**I HAVE READ THIS DOCUMENT CAREFULLY, AND I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS AND I ACKNOWLEDGE AND ASSUME ALL RISKS**

_____	_____
Print Name	Street Address
_____	_____
Signature	City State Zip
_____	_____
Date	Phone