



RELEASE AND LICENSE AGREEMENT

Hooperverse Youth Basketball League

For and in consideration of being allowed to participate in one or more sessions of the Hooperverse Youth Basketball League between November 12, 2022 and February 26, 2023 (the “Activity”), to be held at Various Locations throughout San Luis Obispo, California, the undersigned (“Participant”), and, if the Participant is a minor under the age of 18 years, the Participant's parent, legal guardian or person with legal custody of Participant (Participant is or, if Participant is a minor, Participant and Participant's parent, legal guardian or person with legal custody of Participant are collectively, sometimes referred to herein as "Releasor"), on behalf of each Releasor and each Releasor's heirs, next of kin, legatees, administrators, representatives, successors and assigns (“Participant Parties”), hereby irrevocably grants permission to The Metaverse Basketball Association LLC, (“Hooperverse Youth Basketball League”) and its subsidiaries and affiliates,

Make the Extra Pass Foundation and its subsidiaries and affiliates, and both organizations team members, and each of their respective owners, shareholders, members, partners, directors, managers, officers, employees, representatives, agents, licensees, broadcasters, sponsors, advertising and promotional agencies, successors and assigns (collectively, "Licensees") the unlimited and irrevocable right and license to record, edit, use and reuse, broadcast and rebroadcast, exhibit and exploit, and to grant to others the right and license to record, edit, use and reuse, broadcast and rebroadcast, exhibit and exploit, the name, nicknames, voice, likeness, image, photograph, video and audio recordings, statements, performances, actions, poses, biographical data and information, and sound materials and/or other likenesses of Participant, taken, captured or recorded in connection with or as a result of Participant’s participation in the Activity and all portions or aspects thereof, including any pre-Activity or post-Activity interviews, however captured, for any purpose, in any and all media or format now or hereafter known, used, invented or created, throughout the universe, in perpetuity, including but not limited to any form of telecast or broadcast, whether by standard television, cable television, subscription television, or pay-per-view television, home video, radio broadcast, films, motion pictures, videotape, audiotape, laser disc, compact disc, still photography, online or streaming devices (including but not limited to, desktop, tablet and mobile platforms on Hooperverse.com, including all subdomains, on Hooperverse’s social media platforms (e.g., Facebook, Instagram, Twitter, LinkedIn, SnapChat, Reddit, Weibo, Twitch, Tik Tok

and YouTube)), as well as on internal networks and distribution methods used by Licensees, and any other means of exhibition, whether or not now known, existing or used, without further compensation, remuneration, authorization, consent or notification to Participant, Releasor, any Participant Parties, or anyone else on Participant's behalf. Notwithstanding the foregoing, however, nothing contained in this Release and License Agreement (this "Agreement") shall in any way obligate any Licensee to record, broadcast, use or exploit the participation of Participant in the Activity in any manner.

In addition, each Releasor, on behalf of Releasor and each of the Participant Parties, hereby waives any and all claims of whatever nature, and forever releases, remises, acquits, discharges and agrees to hold harmless The Metaverse Basketball Association LLC, Make the Extra Pass Foundation, the Various locations which events will be held at, each of the other Licensees, each of their respective affiliates, subsidiaries, contractors and licensees and each of their respective owners, shareholders, members, partners, directors, managers, officers, employees, representatives, agents, sponsors, successors, assigns, and all other persons or entities associated therewith (individually a "Releasee" and collectively the "Releasees"), from and against any and all claims, demands, actions or causes of action, liabilities, losses, injuries, damages, costs and expenses (including attorneys' fees), whether to the person, including death, or property, or both, of Participant or any Releasor, which may result, be sustained, or be received by Participant or any Releasor as a result of Participant participating in all or any portion of the Activity or any related activities or entering the various facilities (individually a "Claim" and collectively the "Claims"). Each Releasor agrees that if Participant does not abide by the rules and regulations promulgated by the Hooperverse Youth Basketball League and/or the physical location with regard to or in connection with Participant's participation in the Activity or any related activities, Participant will be subject to dismissal from the Activity or such other related activities without reimbursement or recourse. Participant will not be allowed to leave the facilities during the term of the Activity except in the event of a medical emergency. Each Releasor hereby authorizes the Director of the Activity to act for each Releasor according to such Director's best judgment in any emergency that requires medical treatment to be administered to Participant.

Each Releasor further agrees, on behalf of Releasor and each of the Participant Parties, that neither Releasor nor any of the Participant Parties will ever make, institute or bring any claim, demand, action, cause of action, suit or proceeding at law, in equity, or otherwise, against the Metaverse Basketball Association LLC, ("Hooperverse Youth Basketball League"), the Make the Extra Pass foundation, the various location of the event or any other Releasee, or in any way aid in the institution or prosecution of any claim, demand, action, cause of action, suit or proceeding, for damages, compensation, losses, injuries, costs or expenses for or on account of any damage, loss, illness or injury (including death) either to Participant's or any Releasor's person or property, or both, which may result from or relate to any Claims. Each Releasor agrees to indemnify, defend and hold the Metaverse Basketball Association LLC, ("Hooperverse Youth Basketball League"), and each of the Releasees harmless from and against any liability, loss, damages, costs or expenses (including attorneys' fees), suffered, incurred or sustained by the Metaverse Basketball Association LLC, ("Hooperverse Youth Basketball League"), or any other Releasee or any third party, as a result of the rescission or attempted rescission of this Agreement by Participant, Releasor or any Participant Parties, or breach of any of the covenants and agreements of Participant or Releasor contained in this Agreement, or any negligent or willful acts by Participant in

connection with Participant's participation in all or any portion of the Activity or entering the various facilities.

Each Releasor acknowledges and understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by Releasees and/or third parties (including, but not limited to, governmental agencies and the Metaverse Basketball Association LLC designees), can eliminate the risk of exposure to COVID-19; (c) 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; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Each Releasor expressly acknowledges and voluntarily assumes all risks and dangers, known or unknown, foreseen or unforeseen, relating to, or arising out of, Participant's participation in all or any portion of the Activity, howsoever caused or arising, which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death, or damage to property, which might result not only from Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Releasees, and accepts personal responsibility for any and all damages, liability or losses as a result of any such injury, disability, health effects, death and/or illness, or damage.

Each Releasor further understands and agrees that this Agreement and the releases contained herein extend to all claims of every nature and any kind whatsoever, known or unknown, suspected or unsuspected, and to all rights under California Civil Code Section 1542, 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.***

Each Releasor, for Releasor and each of the Participant Parties, hereby expressly waives the foregoing provisions of Section 1542 of the California Civil Code or any analogous federal or state law, and any and all rights which Participant or any Releasor may have to invoke or obtain the benefits of said provisions, either now or in the future, with respect to any and all matters covered by this Agreement. This Agreement is executed knowingly and voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by waiver of Section 1542 of the California Civil Code.

This Agreement contains the entire agreement between the parties relating to the participation of the Participant in the Activity. This Agreement may not be modified, altered or amended except by a written agreement signed by Releasor and the Metaverse Basketball Association LLC, ("Hooververse Youth Basketball League"). This Agreement shall be governed by and construed in accordance with the internal

laws of the State of California, without regard to the conflicts of laws provisions thereof. Any legal action, suit or proceeding to enforce or interpret this Agreement or any of the provisions hereof shall be commenced and maintained exclusively in the appropriate federal or state court located in Los Angeles, California, and Participant and Releasor hereby irrevocably consent to the exclusive jurisdiction and venue thereof for all such purposes. Should any legal action, suit or proceeding be commenced to enforce or interpret this Agreement or any of the provisions hereof, then in addition to any damages or remedies that may be awarded to the prevailing party or parties therein, the prevailing party or parties shall be entitled to recover from the losing party or parties the prevailing parties' actual attorneys' fees and costs incurred in connection with such action or proceeding.

By signing this Agreement, each Releasor: (i) acknowledges he/she has read and fully understands the provisions set forth in this Agreement and voluntarily consents to and accepts the terms set forth herein and has full authority to execute this Agreement, (ii) has had the opportunity to consult counsel of Releasor's own choosing with regard to the provisions of this Agreement, (iii) expressly agrees that if any portion of this Agreement is held invalid or unenforceable, the balance shall nonetheless continue in full legal force and effect, (iv) acknowledges that neither the Metaverse Basketball Association LLC, ("Hooperverse Youth Basketball League"), nor any other Releasee shall be obligated to Releasor or Participant for any medical expenses or any other damages, and (v) agrees that Participant must adhere to all health and safety requirements and policies applicable to the Activity that are put in place by the Metaverse Basketball Association LLC, ("Hooperverse Youth Basketball League"), and/or the various locations, and any state, provincial, local or other governmental rules and regulations, including any requirements relating to vaccinations, facemasks and/or enhanced health screenings

PRINT NAME (PARTICIPANT)

PARTICIPANT AGE (MM/DD/YEAR)

SIGNATURE (PARENT OR LEGAL GUARDIAN)

PRINT NAME (PARENT OR LEGAL GUARDIAN)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

EMAIL: _____

Date: _____