Mediavine, Inc. ("Company") has invited you to participate in the Minneapolis Park and Recreation Board's Earth Clean Up Day on April 23, 2022 ("Clean Up Day") upon the terms and conditions of this agreement (the "Agreement"). By clicking the checkbox when you signed up to volunteer, you hereby stipulate and agree:

1. **Assumption of Risk.** You acknowledge that as part of Clean Up Day, You may collect trash or litter from public property. You understand that participation in Clean Up Day may result in physical injury such as muscle strains, sprains, cuts or that You may sustain serious injury, temporary or permanent disability, disease, death, and/or property damage. You understand that the activities that take place on Clean Up Day may not be supervised and that Company has no involvement in the planning or execution of Clean Up Day. You understand that You have no obligation to participate in Clean Up Day. YOU VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO YOUR PRESENCE OR PARTICIPATION IN CLEAN UP DAY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

2. **Release from Liability.** You hereby agree, on behalf of yourself, heirs and personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims You may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Your presence or participation at Clean Up Day, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. You acknowledge and agree that this release and waiver of liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by You while attending or participating in Clean Up Day.

3. **Covenant Not to Sue.** You agree, for yourself and Your heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which You, or Your heirs may have as a result of any personal injury, death or property damage You may sustain while attending or participating in Clean Up Day.

4. **Responsibility for Personal Property.** You acknowledge and agree that You are fully and solely responsible for any of Your property and personal belongings that You bring to Clean Up Day and that Company will not be responsible for or provide any security for Your property and personal belongings.

5. **Media Release.** You grant Company and its contractors the right to photograph or record You at Clean Up Day (collectively the "Recordings").

   You grant Company the right to use the Recordings and Your image, visual likeness, portrait, photograph, video and sound recordings and biographical information, in whole or in part, in all forms and media (collectively the "Likeness"). Company may publish, license, create derivative works of, and use forever and throughout the world the Recording and Likeness in whole or in part, with or without credit to You, for any purpose including on social media and for advertising purposes (all of such rights shall be defined herein as the "Acquired Rights"), with the unlimited right to reveal fully, quote directly, paraphrase, edit, rewrite, or otherwise make use of the Recording and Likeness.

You represents and warrants that You have the right to grant Company the Acquired Rights without obtaining the permission of, or making any payments to, any third party or entity. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of Company. You hereby release Company from, and agrees not to sue for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Likeness or the exercise of any of the Acquired Rights. You agree to indemnify and hold harmless Company, and its officers, directors, shareholders, employees and contractors, from and against any liabilities, losses, claims, demands, costs (including, without limitation, attorneys' fees) and expenses arising in connection with any breach or alleged breach of any of the above representations, warranties or agreement hereunder.

You acknowledge that, in the event of any breach by Company or any third party, the damage, if any, caused will not be irreparable or otherwise sufficient to entitle You to seek injunctive or other equitable relief. Your rights and remedies will be strictly limited to the right, if any, to recover damages in an action at law, and You will have neither the right to rescind or terminate this Agreement or any of Company rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Likeness.

6. **No Representations by Company.** You acknowledge that Company is not the creator or host of Clean Up Day and Company makes no representation as to the condition of the premises where Clean Up Day occurs (the "Premises') or the safety of any structures or equipment that may be used at the Premises. You acknowledge and agree that You are not relying upon any representation or statement by the Company or the Company's employees, agents, or representatives regarding this Agreement, Clean Up Day or the Premises, except to the extent such representations are expressly set forth in this Agreement.

7. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. You agree that any action arising out of this Agreement must be brought exclusively in any state or federal court located in Palm Beach County.

8. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

9. **Survival.** Any provision of this Agreement that by its nature should survive termination, shall survive such termination and shall continue to be effective and enforceable.

10. **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be enforced to the maximum extent permitted and the remaining provisions or portions shall remain in full force and effect.

11. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND YOU EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.