

Each ticket to the CareSource Invitational (the “Event”) is a personal license granted by Cincinnati Tennis LLC (the “Event Host”), subject to the terms set forth herein (the “Terms”). Each purchaser of a ticket (“Purchaser”), transferee of a purchased ticket (“Transferee”) and other person admitted (“Admittee”) to The Lindner Family Tennis Center (the “Tennis Center”) for the Event under a ticket purchased or held by someone else accepts and agrees (or reaffirms acceptance and agreement) to these Terms on each of the following occasions, as applicable: (i) by purchasing a ticket, (ii) by receiving transfer of a ticket purchased by another person, (iii) by presenting a ticket for admission to the Event and (iv) by entering the grounds. All persons over the age of 12 months are required to have a valid ticket to gain entry to the Event grounds. Each ticket may be revoked at any time for any reason.

The Event Host and Event officials reserve the right to determine when the Event begins, ends or is delayed, postponed, or canceled. Given that the Tennis Center is an outdoor venue and subject to changing weather conditions, the feasibility of staging the Event outdoors on the scheduled Event Date shall be determined by the Event Host and Event officials, in their sole and absolute discretion, based upon the forecasted weather conditions. If the Event Host determines that the Event should not be staged at the Tennis Center, the Event Host will relocate the Event to the University of Dayton Arena (the “UD Arena”), located at 1801 South Edwin C Moses Boulevard, Dayton, Ohio, and substitute each Event ticket for the Tennis Center with an Event ticket to comparable seating in the UD Arena. Under these circumstances, each Purchaser, Transferee and Admittee acknowledges and agrees (i) to accept its replacement Event ticket to seating in the UD Arena; (ii) that these terms and conditions shall also apply to the Event as held at the UD Arena; and (iii) THAT THERE WILL BE NO REFUNDS OR EXCHANGES OF TICKETS IF THE EVENT IS RELOCATED OR RESCHEDULED.

Each Purchaser, Transferee and Admittee, on their own behalf and on behalf of all accompanying minors (collectively, a “Holder”), consents to (i) the reasonable search of Holder’s person and belongings and (ii) the use of Holder’s voice, image and/or likeness in any live or recorded video program, photograph or other transmission of the Event or at the Tennis Center for any and all purposes without further authorization or compensation.

Each Purchaser, Transferee and Admittee, on their own behalf and on behalf of all accompanying minors, KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incidental to, arising from or directly or indirectly relating to attendance at the Event, whether occurring prior to, during or subsequent to, the actual occurrence of the Event, including (but not exclusively) the danger of being injured by balls, game equipment, players, and other patrons, the risk of contracting a Communicable Disease or Illness (as

defined below), and the risk of lost, stolen or damaged property or personal injury of any kind (including death), however caused.

EACH PURCHASER, TRANSFEREE AND ADMITTEE, ON THEIR OWN BEHALF AND ON BEHALF OF ALL ACCOMPANYING MINORS, AND EACH OF THEIR RESPECTIVE RELATED PARTIES, FURTHER AGREES THAT NONE OF EVENT PARTIES ARE LIABLE FOR, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND FOREVER RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ANY EVENT PARTY IN CONNECTION WITH, ANY CLAIMS, DAMAGES OR OTHER LOSSES OF ANY KIND DIRECTLY OR INDIRECTLY RELATING TO THE EVENT OR RELATED ACTIVITIES, IN EACH CASE WHETHER RESULTING FROM THE ACTION, INACTION OR NEGLIGENCE OF THE HOLDER, THE EVENT HOST OR A THIRD PARTY, OR OTHERWISE (COLLECTIVELY, "CLAIMS"). WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ANY EVENT PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF A TICKET. For the purposes hereof, (i) if the Holder is a natural person, "Related Parties" means such person's heirs, assigns, personal representative(s), executors, administrators, next of kin, and persons supported by such person (if relevant under applicable laws) and (ii) if the Holder is a legal entity, "Related Parties" means the Holder's employees, contractors, and agents and, further, "Event Party," individually, and "Event Parties," collectively, means Cincinnati Tennis LLC, Beemok Capital, LLC, bdG Sports LLC, The Ohio State University, University of Cincinnati, Xavier University, University of Dayton, Mason Port Authority, Warren County Port Authority, and the City of Mason, Ohio and their respective affiliated entities and the respective officers, officials, directors, shareholders, members, employees, agents, contractors, and volunteers of each of the foregoing legal and governmental entities.

Each Holder shall comply with all procedures, policies, protocols and mitigation measures for the Event governing the use of tickets and access to and operation of the Event, including, without limitation, security and guest conduct, health and safety, session ticket and parking terms and applicable bag policies, as determined by the Event Host and Event officials from time to time, and shall indemnify and hold the Host Parties harmless against (i) all event Claims asserted by such Holder or any of their Related Parties, and (ii) all claims, damages and losses relating to such Holder's or any of their Related Parties' breach of any term herein.

No Holder may film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public) on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film, and/or other audio-visual content captured by any means whatsoever inside the Tennis Center. The continual use of

laptop computers or other handheld electronic devices within the Tennis Center is prohibited unless the laptop or device user is an approved credential holder.

Food and beverages and any other items deemed inappropriate or dangerous by the Event Host, in its sole discretion, are prohibited and may not be brought into the Tennis Center. A complete list of prohibited items may be found [here](#). Smoking and vaping are not permitted at Tennis Center pursuant to Ohio Revised Code Chapter 3794.

Resale of tickets in proximity to the Tennis Center is prohibited. Tickets obtained from unauthorized sources may be lost, stolen or counterfeit and, if so, are void. It is the policy of the Event Host to not sell tickets to individuals or entities who intend to resell or otherwise transfer the tickets for amounts in excess of the face value of the tickets. Each Purchaser and Transferee acknowledges that ticket resale and/or trade activity may be monitored and tracked. The tickets held by a Purchaser or Transferee may be revoked and their future access to purchase tickets may be denied in the event that (i) the Purchaser or Transferee sells, attempts to sell, or engages a third party (a “Reseller”) to sell or trade on its behalf, its tickets or (ii) it is determined that the Purchaser, Transferee or Reseller has sold or traded tickets for the purpose of generating financial gain or other benefit.

These Terms are governed by Ohio law applicable to agreements made and performed entirely in Ohio, without regard to conflicts of laws principles. If any provision of these Terms is invalid or unenforceable, such provision will be deemed amended to the minimum extent necessary to make such provision valid and enforceable, and the remainder of the Terms will not be affected. Any purported waiver or modification of these Terms made orally, by implication or through course of dealing, or by any person other than the Event Host, shall be void and without effect. The Event Host, in its sole discretion, may modify these Terms at any time and without prior notice by making an updated version available on the Event website, mobile phone app, or other location(s) where Holders may access them electronically. Every ticket and every Holder will at all times be subject to the most current such version of these Terms.