SPARTY COVID-19 ADDENDUM

- COVID-19 Acknowledgments. I acknowledge and agree that (i) the novel coronavirus, COVID-19, is a highly infectious, life-threatening disease, (ii) COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection; (iii) individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all; and (iv) because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.
- 2. **Compliance with Public Health Guidelines.** I agree that the event Sparty is scheduled to attend will be held in compliance with local and state public health guidelines, including guidelines regarding the number of people attending an event. I further agree that Sparty will be under no obligation to participate in an event at which the venue or event participants are not following public health guidelines. I understand and agree that I will not be entitled to a refund if Sparty's participation in the event is limited pursuant to this paragraph.
- 3. Compliance with MSU Guidelines. I agree that Sparty's participation in the scheduled event is conditioned on the event, venue, and event participants following applicable <u>MSU Additional</u> <u>Guidance for Engaging with Partners and Public Events</u>. Failure to follow the Additional Guidance, including appropriate physical distancing and use of face coverings, will result in Sparty's departure from the event. I understand and agree that I will not be entitled to a refund if Sparty's participation in the event is limited pursuant to this paragraph. The Additional Guidance is subject to change at the sole discretion of MSU.
- 4. **Cancellation.** Neither MSU nor I will be deemed to be in breach of its obligations under the Sparty Booking agreement or have any liability to the other party (including but not limited to any liability for cancellation charges), if such party cancels this agreement as a result of any of the following: (i) a public health emergency that makes performance of the agreement impracticable or inadvisable; (ii) action on the part of federal, state, or local authorities that prevents a party from performing its obligations under the agreement; or (iii) any other cause beyond the reasonable control of such party.