EVENT PARTICIPATION AGREEMENT

This Event Participation Agreement (the "**Agreement**") between the undersigned individual ("**I**" or "**me**"), and Monkebusiness Inc., nonprofit foundation company incorporated in Switzerland having an office at Dammstrasse 16, 6300 Zug, Suisse ("**MonkeDAO**"), is effective as of the last date below (the "**Effective Date**") and governs the use of my likeness, name, voice and biographical information (collectively, my "**Appearances**") in or as a part of any video or audio visual content, photographs and other content and materials created by or on behalf of MonkeDAO (collectively, the "**Content**") to advertise, market, or promote the Event, any similar or other future event, or MonkeDAO products or services or for any other lawful commercial purpose (the "**Purpose**").

In consideration for MonkeDAO allowing me to attend or participate in any way in the Event, I agree to all of the terms and conditions contained in this Agreement.

The "**Event**" means An event sponsored by Monkebusiness Inc.

1. Waiver and Release. I agree that it is my sole responsibility to maintain such health, liability, hazard, personal injury and other insurance policies as I deem reasonably necessary for any injuries that I may incur during or in connection with (including without limitation any travel to or from) the Event. I authorize and consent to emergency medical care and transportation to obtain treatment in case of injury, as MonkeDAO may deem appropriate. The waiver and release of liability in this Agreement extends to any liability arising out of or in any way connected with any such medical treatment and transportation I receive or any failure to provide such treatment or transportation, whether arising from the negligence of any of the MonkeDAO Representatives (as defined below) or otherwise. I AGREE NOT TO SUE, AND IRREVOCABLY, UNCONDITIONALLY AND ENTIRELY WAIVE, RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE MONKEDAO, ITS EMPLOYEES, CONTRACTORS, SPONSORS, PARTNERS, AFFILIATES, LICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**MONKEDAO REPRESENTATIVES**") FROM ANY AND ALL LIABILITIES, CLAIMS AND DEMANDS OF ANY KIND OR NATURE, IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, WHICH I EVER HAD, NOW HAVE, OR IN THE FUTURE MAY HAVE AGAINST THE MONKEDAO REPRESENTATIVES RELATING IN ANY WAY TO (A) ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN, OR TRAVEL TO AND FROM, THE EVENT OR ANY OTHER ACTIVITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING ARISING OUT OF ANY EXPOSURE TO, CONTRACTING OR SPREADING OF SARS-COV-2 OR THE COVID-19 VIRUS OR MUTATIONS THEREFROM (COLLECTIVELY, "**COVID-19**"); (B) USE OR AWARDING OF THE PRIZES; AND (C) THE APPEARANCES OR CONTENT, INCLUDING WITHOUT LIMITATION, CLAIMS INVOLVING RIGHT OF PRIVACY, RIGHT OF PUBLICITY, DEFAMATION OR COPYRIGHT INFRINGEMENT, UNLESS SUCH USE IS NOT AUTHORIZED BY THIS AGREEMENT. I UNDERSTAND THAT I MAY NOT SEEK ANY EQUITABLE RELIEF AGAINST MONKEDAO (SUCH AS OBTAINING AN INJUNCTION TO STOP THE USE OR DISTRIBUTION OF THE APPEARANCES OR CONTENT) OR SEEK ANY TERMINATION OR RECISSION OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads 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."

2. Grant of Rights. I hereby grant to the MonkeDAO Representatives a worldwide, royalty-free, non-exclusive, irrevocable and perpetual right, license, permission and consent, with the right to sublicense, to photograph, film and record me, and to use my Appearances, as incorporated or fixed in the Content, for the Purpose, in any and all forms and media now existing or hereafter created, including, but not limited to, by means of online and electronic media, print media, in retail establishments, at trade shows and by telecasting (including without limitation over-the-air, pay or cable television advertising).

3. Ownership. I understand and agree that all Content, and all intellectual property and proprietary rights therein, excluding my Appearances, are and will remain the sole and exclusive property of MonkeDAO. I waive any right to inspect or approve any use of the Appearances and Content. I understand that MonkeDAO is under no obligation to use all or any part of the Appearances or Content.

4. No Payment. I agree that I will not receive any payment or other financial compensation for the rights and permissions granted by me in this Agreement.

5. Prizes. I agree that MonkeDAO is not and will not be responsible for the awarding, settlement or delivery of any prizes that are advertised or offered during or in connection with the Event by MonkeDAO or other participants in the Event, and I agree that MonkeDAO will have no liability in connection with the prizes, including without limitation my use of the prizes, the awarding of the prizes, and whether or not such prizes are finally or actually delivered.

6. Assumption of all Risks. I AGREE THAT MY ATTENDANCE AT, AND PARTICIPATION IN, THE EVENT IS AT MY SOLE RISK.

7. COVID. There are inherent risks in participating in the Event. MonkeDAO cannot prevent your exposure to, or the increased possibility of contracting or spreading, COVID-19 at the Event because it is not possible to prevent the presence of COVID-19, which is an extremely contagious disease that can cause serious illness or death, and which, based upon the current state of the science, can be spread by asymptomatic people. I HEREBY ASSUME ALL RISKS OF EXPOSURE TO, CONTRACTING OR SPREADING COVID-19, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY VOLUNTARY PARTICIPATION IN THE EVENT.

8. No Collective Bargaining. I understand that MonkeDAO is not a signatory to any collective bargaining agreement and that the Appearances and Content will not be subject to any collective bargaining agreement.

9. Warranties. I represent and warrant that (a) I have read and fully understand this Agreement; (b) I am over eighteen years of age; (c) I have the full right to enter into this Agreement and I am authorized to grant the rights set forth herein; and (d) I will conduct myself in an appropriate, lawful manner at all times during the Event and I will comply with the rules of competition and safety for the Event and the rules and regulations of all governing bodies or other entities who operate or have jurisdiction over the Event, as well as the instructions of any Event organizers or MonkeDAO personnel. I affirm that I did not give, or agree to give, anything of value to any MonkeDAO employee, or anyone associated in any manner with MonkeDAO, for arranging the rights granted by me to MonkeDAO.

10. Indemnity. I knowingly agree to hold harmless, defend, and indemnify each of the MonkeDAO Representatives from any loss, liability, claim, damage, judgment, legal fees or costs incurred by any MonkeDAO Representative in connection with, arising out of or related directly or indirectly to my participation in the Event, whether arising from my acts, omissions or negligence or any other third party, but only to the fullest extent permitted by law ("**Losses**"). Such Losses include, but are not limited to, monetary damages, fines, violation of privacy rights, business interruption expenses, remediation costs, emotional distress/pain and suffering, medical monitoring, property damage, death, or bodily injury. This indemnity expressly covers any Losses in connection with, arising out of, or related directly or indirectly to MonkeDAO and/or the Event and COVID-19.

11. General. I agree that: (a) the parties are independent contractors and this Agreement will not establish any relationship of employment, agency, partnership or joint venture; (b) I may not assign or transfer this Agreement without MonkeDAO's prior written consent, and any attempt to do so will be void, but MonkeDAO may freely assign this Agreement; (c) failing to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision; (d) this Agreement cannot be waived or modified except if in writing and signed by both parties; (e) if a court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the rest will remain in full force and effect; (f) this Agreement is the complete understanding between MonkeDAO and I regarding its subject matter, and it supersedes any other discussions or understandings I may have had with MonkeDAO regarding the Event, Appearances or Content; (g) this Agreement will governed by and be construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws; and (h) any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

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BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MONKEDAO.

Signed: _____ Date: _____

Print Name: _____ Telephone: _____

Address: _____ Email: _____

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT AND, BY SIGNING BELOW, I HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS EVENT PARTICIPATION AGREEMENT.

Signed: _____ Date: _____

Print Name of Parent or Legal Guardian _____ Telephone: _____

Address: _____ Email: _____