KPMG LLP RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Community Impact Day

In consideration of the participation in the **Beta Alpha Psi Community Impact Day event in Orlando Florida on Thursday, July 25, 2024** ("Program") sponsored by **KPMG LLP** and their partners, employees, and all other persons or entities acting in any capacity on their behalf, I, on behalf of myself and all heirs and assigns, hereby agree to release and discharge KPMG LLP, as follows:

- I expressly agree and promise to accept and assume all of the risks, both known and unknown, existing in or as a result of my participation in the Program (including, without limitation, physical injury, illness, death and damage to or destruction of tangible property). My participation in this or any of the Programs is purely voluntary, and I elect to participate in spite of the risks. I acknowledge that I have the right at any time to refuse to participate in the Program events.
- 2. I hereby release and forever discharge KPMG LLP, all of its partners, employees, representatives, agents, affiliates and subsidiaries, as well as any member firm of KPMG International (collectively, "KPMG"), from all liability, claims, rights, demands, actions, damages, actions and causes of action of any kind or nature whatsoever (in law or equity and whether known or unknown) and waive any claim or action of any kind or nature whatsoever (in law or equity and whether known or unknown) arising out of, related to, or in any way connected with this Release or my participation in the Programs events.
- 3. If KPMG, or anyone acting on their behalf, incurs attorney's fees, expenses and costs to enforce this agreement (including, without limitation, in connection with defending or prosecuting any action arising out of, related to or in any way connected with this Release), I agree to indemnify and hold them harmless for all such fees, expenses and costs.
- 4. I certify that I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any condition (whether pre-existing or subsequently acquired) I may have, or will acquire, in connection with my participation in the Program events.
- 5. I warrant to you that I have the full, complete and unrestricted right and authority to enter into this Release.
- 6. I hereby consent to be videotaped and/or photographed in connection with my participation in the Program, and hereby grant KPMG, a royalty-free, perpetual and worldwide license and right to use such videotape or photograph(s) in any KPMG promotional materials, web sites, or other media (collectively, "KPMG Materials"), without any compensation or further permission from me. I further acknowledge that any such videotape or photograph used and incorporated into any KPMG Materials shall constitute the sole property of KPMG LLP and may be used and displayed in accordance with this Release. You agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the rights granted hereunder, including, without limitation, any claim arising out of the use of your photograph or videotape of you in any KPMG Material.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT BY ACKNOWLEDGING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS. RIGHTS.