



(d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8. Opponent agrees to indemnify, defend and hold harmless LSU and the State of Louisiana, their officers, employees and agents from and against any claims, demands or damages of whatever nature occasioned by the acts or omissions of its officers, agents, employees, or team members in the performance of this Agreement.
9. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, insurrection, confiscation by order of the government, military or police authority or prohibitory or governmental authority or any other event or reason beyond the control of either party, including that of the Southeastern Conference or National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement
10. Other conditions: NIU will play Northwestern State @ Alex Box Stadium on 02/22/2024 @ 6:00 pm and on 02/23/2024 @ 6:00 pm. LSU will make arrangements and pay for umpires and provide baseballs for games.

Either party has the right to invoke force majeure and/or terminate the Agreement in the event that proceeding would be inconsistent with applicable national, state, or local health advisories and restrictions or either school's policies regarding business travel or attendance at large group gatherings, due to the global public health emergency caused by the novel coronavirus or its related illness, COVID-19. For the avoidance of doubt, a party declaring a force majeure event triggered by the new coronavirus or COVID-19 shall not be required to show that the event was unforeseeable.

FOR: Louisiana State University

By: [Signature] 11-30-23

Coach Date

By: [Signature] 12-8-23

Ath. Director or Designee Date

FOR: Northern Illinois University

By: [Signature] 12/12/23

Coach Date

By: [Signature] 12-12-23

Ath. Director or Designee Date