

ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ THIS ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "AGREEMENT") COMPLETELY AND CAREFULLY BEFORE AGREEING TO THE TERMS HEREIN. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF AN INDIVIDUAL UNDER THE AGE OF EIGHTEEN (18) ("MINOR"), YOU ARE AGREEING TO LET THE MINOR ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY; THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THE MINOR MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED; AND THAT YOU ARE GIVING UP THE MINOR'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO THE MINOR OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO ACCEPT THIS AGREEMENT, AND THE TEAM ENTITIES HAVE THE RIGHT TO REFUSE TO LET YOU OR THE MINOR PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.

IN CONSIDERATION of being permitted to enter and remain at Shell Energy Stadium, including all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas (collectively, the "Stadium") for a home game or other event of the Houston Dynamo FC (the "Club"), I, and if I am under the age of eighteen (18), my parent or legal guardian for themselves and on my behalf, on behalf of myself and my heirs, assigns, executors, administrators, next of kin, (collectively, "Related Persons"), hereby acknowledge and agree as follows:

1. **Acknowledgments of COVID-19 and Other Risks.** I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by Dynamo Stadium, LLC, Dynamo Soccer, LLC, Major League Soccer, LLC, Dash Soccer, LLC, National Women's Soccer League, LLC (collectively, the "Team Entities") and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "Stadium Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities: (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people who smoke, are solid organ or blood stem cell transplant recipients, or have cancer, cerebrovascular disease (e.g., stroke), chronic kidney disease, chronic liver disease, chronic lung diseases (e.g., moderate to severe asthma or chronic obstructive pulmonary disease), dementia or other neurological conditions, diabetes, Down syndrome, heart conditions, hemoglobin blood disorders (e.g., sickle cell disease or thalassemia), HIV infection, immunocompromised status (weakened immune system), mental health conditions (e.g., mood disorders or schizophrenia disorders), obesity, pregnancy, substance abuse disorders (e.g., alcohol, opioid, cocaine), and tuberculosis; and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO MY ENTRY INTO, AND PRESENCE IN, THE STADIUM, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASED PARTIES (AS DEFINED BELOW), OR OTHER THIRD PARTIES. I ACCEPT PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT I OR ANY OF MY RELATED PERSONS MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.

2. **Release, Waiver of Liability, and Covenant Not to Sue.** (A) ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS,

DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MY EXPOSURE TO COVID-19; (II) MY TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE STADIUM OR COMPLIANCE WITH THE STADIUM PROTOCOLS OR ANY OTHER POLICIES OR PROTOCOLS APPLICABLE TO THE STADIUM; (III) ANY INTERACTION BETWEEN ME AND ANY PERSONNEL OF ANY OF THE RELEASED PARTIES PRESENT AT THE STADIUM (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET-TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN SECTION 1, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

(B) FOR THE PURPOSES HEREOF, THE “RELEASED PARTIES” ARE: (I) MAJOR LEAGUE SOCCER, L.L.C. AND ITS AFFILIATES (“MLS”), SOCCER UNITED MARKETING, LLC (“SUM”), THE MEMBERS OF MLS AND EACH OF THE MLS TEAMS OPERATED BY THEM, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL (COLLECTIVELY, INCLUDING MLS, SUM, AND THE TEAM ENTITIES, THE “MLS PARTIES”); (II) THE DIRECT AND INDIRECT OWNERS, LESSEES, AND SUBLESSEES OF THE STADIUM; (III) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING SERVICES AT THE STADIUM; (IV) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE STADIUM (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (V) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES, AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

3. **Indemnification.** I agree to indemnify and hold the Released Parties harmless from any liability, claims, demands, costs, expenses, and attorneys’ fees incurred by any of the Released Parties as a result of (a) my, or any person on my behalf, including the Related Persons, assertion of any claims arising from, relating to, or in connection with activities that I have acknowledged and assumed risk and/or which is covered by the waiver and release under Section 1 and 2; and (b) all claims and amounts related to legal and other actions brought against any of the Released Parties, to the extent such claims are attributable to my negligence or willful misconduct or a violation or breach of this Agreement.

4. **Governing Law.** I agree that this Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles.

5. **Arbitration Agreement.** I AGREE THAT ANY CURRENT OR FUTURE DISPUTE, CLAIM, ACTION, OR PROCEEDING RELATED TO, OR ARISING OUT OF, THIS AGREEMENT OR MY PRESENCE AT THE STADIUM (COLLECTIVELY, THE “CLAIMS”) SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. I, ON BEHALF OF MYSELF AND MY RELATED PERSONS, AND THE RELEASED PARTIES EACH AGREE THAT ALL CLAIMS SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE ANY SUCH CLAIM IN ANY COURT, WHETHER AS AN INDIVIDUAL, CLASS, OR COLLECTIVE CLAIM, AND WAIVES ANY RIGHT TO ARBITRATE ANY SUCH CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF I, OR ANY OF MY RELATED PERSONS, DO NOT CONSENT TO THIS CLAUSE, I MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT. SHOULD ANY CURRENT OR FUTURE CLAIMS ARISE BETWEEN ME AND THE CLUB, MLS, OR MANAGEMENT, I SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A “DISPUTE NOTICE”) TO HOUSTON DYNAMO, AT 2200 TEXAS AVENUE, HOUSTON, TEXAS 77003, ATTENTION: LEGAL DEPARTMENT. I AND THE CLUB, MLS, AND/OR MANAGEMENT AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 30 DAYS (THE “NEGOTIATION PERIOD”) FOLLOWING RECEIPT OF THE DISPUTE NOTICE. IF I AND THE CLUB, MLS, AND/OR MANAGEMENT CANNOT RESOLVE THE CLAIM WITHIN THE NEGOTIATION PERIOD, I UNDERSTAND THAT THE CLAIM SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN HOUSTON, TEXAS CONDUCTED BY THE JUDICIAL ARBITRATION MEDIATION SERVICES, INC. (“JAMS”) IN ACCORDANCE WITH THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES EFFECTIVE JUNE 1, 2021. I AGREE THAT ANY AND ALL ISSUES RELATING OR PERTAINING TO ARBITRATION OR THIS ARBITRATION CLAUSE, INCLUDING BUT NOT LIMITED TO THE THRESHOLD QUESTION OF ARBITRABILITY

OR THE ENFORCEABILITY OR VALIDITY OF THIS ARBITRATION CLAUSE, SHALL BE DELEGATED TO THE ARBITRATOR SELECTED PURSUANT TO THIS PROVISION.

6. **Class Action Waiver.** I agree that all claims described in Section 5 must be arbitrated on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

7. **Severability.** I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

8. **Term.** This Agreement is perpetual in nature and applies to all activities and events at the Stadium for which I am present for or participate in, and all Claims arising therefrom, from the date of execution.

I HAVE CAREFULLY READ AND VOLUNTARILY ACCEPT THIS AGREEMENT; I understand its terms and I am aware of its legal consequences, including that I am hereby giving up substantial legal rights and that by signing this Agreement, I will not be able to sue the Released Parties if I suffer any illness, injury, or death for any reason due to the exposure of COVID-19; and I understand that it is a material inducement for my admission to and continued presence at the Stadium and that the MLS Parties and the other Released Parties are relying upon it; and, I further agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by any of the MLS Parties or other Released Parties.