

**TICKET PURCHASE AND USE TERMS AND CONDITIONS  
DICK'S SPORTING GOODS PARK**

**PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED EVENT FOR WHICH IT IS ISSUED.**

BY TENDERING PAYMENT FOR A TICKET (DEFINED HEREIN) AND/OR ACCEPTING A TICKET, HOLDER (DEFINED HEREIN) SIGNIFIES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Agreement ("Agreement") is made by and between the purchaser of record of a Game Ticket Package ("Account Holder"), the bearer and/or purchaser of record of a Single Event Ticket (defined below) ("Bearer") and/or any individual seeking entry to Dick's Sporting Goods Park (the "Venue") for an Event (defined below) through the use of a Ticket (defined below) issued to or held by Account Holder or Bearer (including, but not limited to, minors and other attendees), and all other persons acting or purporting to act on behalf of anyone gaining admission to the Event (each of the foregoing, including the Bearer, hereinafter a "Holder"), on the one hand, and Kroenke Sports & Entertainment, LLC ("KSE") on the other hand (collectively, "Parties") and governs Holder's purchase and/or use of tickets for admission and seating (each a "Ticket") to attend an Event at the Venue. An "Event" includes any game of the Colorado Rapids (a "Team Game") and any other public event specified on a Ticket. As determined solely by KSE, Tickets may be offered for a single, specified Event (a "Single Event Ticket") or through a package providing Account Holder the right to purchase Tickets to multiple Team Games in one transaction (a "Ticket Package"). This Agreement and applicable terms contained herein apply to Ticket Packages and Single Event Tickets. For the avoidance of doubt, any reference to the Colorado Rapids and Major League Soccer ("MLS") in the Agreement will apply with respect to the Team Games only. In consideration of the following promises and mutual covenants, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**I. TERMS AND CONDITIONS OF TICKET USE.**

**1. TICKETS.** Each Ticket represents a limited, revocable license to enter the Venue to attend the specific Event listed on the applicable Ticket. No person, except for attendees under the age of three, may enter the Venue without a Ticket, and re-entry is prohibited. Failure to comply with this Agreement shall result in forfeiture of this license and all rights arising hereunder without refund or credit and shall entitle KSE to pursue all legal remedies available.

**2. LIMITATIONS AND CONDITIONS TO USE.**

A. Compliance with Laws and Venue Rules. Admission is contingent on, and Holder agrees it will be bound by all terms and conditions upon which Tickets for admission to the Venue are issued and will observe at all times the rules, regulations, policies and limitations related to admission, behavior and use of the Venue, including any security and fan conduct policies, ticketing rules, policies and prohibitions against deceptive trade practices, health and safety policies and assessments, and applicable bag policies, as determined on an on-going basis as set forth herein ("Venue Rules"), and all applicable laws, statutes, rules, regulations, guidelines, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"), as well as any additional terms and conditions established by MLS and/or its affiliates (including, without limitation, those set forth at the following URL: [www.mlssoccer.com/about/fan-code-of-conduct](http://www.mlssoccer.com/about/fan-code-of-conduct)), and any operator of the Venue or related grounds (including, without limitation, parking areas and entry gates) at which the Event or any surrounding activities (in whole or in part) for which this ticket is issued is held (collectively, all such additional terms, "Supplemental Terms"). Supplemental Terms include any health and safety requirements and other terms, as may be updated from time to time, set forth at the following URL: <https://www.dickssportinggoodspark.com/stadium/health-safety>. KSE, the Venue and the Colorado Rapids (as applicable) reserves the right to refuse admission, eject, and/or revoke the right to enter or remain in the Venue, without refund, for anyone failing to comply with the Venue Rules or Laws or engaging in any misconduct, as determined by the Venue in its sole discretion. The then-current Venue Rules can be found on the Venue's website and are available for review upon request from a Guest Relations Specialist at the Venue. The Venue reserves the right, at any time and with or without notice to Holder, to amend, modify or supplement its Venue Rules as it deems necessary, in its sole discretion, on an on-going basis and it is Holder's obligation to be familiar with and comply with the Venue Rules in effect at the time a Ticket is used.

B. Tickets Limits and Method of Purchase. KSE reserves the right to set a limit to the number of Tickets that a Holder can purchase for an Event or as part of a Ticket Package (the "Authorized Limit"). Any purchase of Tickets in excess of the Authorized Limit, whether for any one Event or as part of a Ticket Package, must be purchased through group sales. If an Event does not have a stated Authorized Limit, it is assumed the Authorized Limit is four (4) tickets

for such Event. Determinations of whether a Holder has met the Authorized Limit are made based on account, household, credit card, email address, street address or other personally identifiable information. A prospective purchaser may not avoid the Ticket limit by purchasing, controlling, coordinating, managing or directing Ticket and Ticket Package purchases through, for example, aliases, separate forms of payment, separate corporate entities or third parties. KSE reserves the right to enforce this Ticket limit policy strictly, including by refusing to sell Tickets and Ticket Packages that would cause this policy to be violated, and by revoking Ticket Packages relating to any account determined after initial purchase to have violated this policy. KSE also reserves the right to make exceptions to this policy, in its sole discretion.

C. Deceptive Trade Practices. Colorado law restricts the purchase of tickets in excess of authorized limits for an online event ticket sale with the intent to resell. In accordance with Colorado Revised Statutes § 6-1-720(1)(a), it is a deceptive trade practice and unlawful to use or cause to be used “a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, for the purpose of purchasing tickets in excess of authorized limits for an online event ticket sale with the intent to resell such tickets” or use or cause to be used “a software application that runs automated tasks over the internet that circumvents or disables any electronic queues, waiting periods, or other sales volume limitation systems associated with an online event ticket sale.” Accordingly, KSE reserves the right to cancel Tickets purchased in violation of Colorado Revised Statutes § 6-1-720(1) or any other federal, state, or local law. In such an instance, KSE will issue a full refund at the original point of sale.

D. Fraud and Misconduct. It is hereby considered fraud, misconduct and a violation of the Venue Rules to: (i) use or cause to be used an internet website to display any combination of text, images, web designs, or internet addresses, that causes such website to appear substantially similar to the internet website of the Venue; (ii) advertise, offer for sale, or contract for the resale of a ticket, or accept full or partial consideration for resale of a ticket unless the applicable ticket matches the resale description as advertised; or (iii) advertise, offer for sale, or contract for the resale of a ticket unless such ticket that is the subject of a resale event is actually in the possession or constructive possession of the Ticket Holder which includes any person who has a written contract to obtain such ticket or the applicable ticket has been made available to the public by the Ticket Holder, including, without limitation, through a presale, fan club presale or any other promotional presale event. THE AUTHORIZED SELLER OF TICKETS FOR THE VENUE IS TICKETMASTER.COM. KSE IS NOT RESPONSIBLE FOR ANY TICKETS PURCHASED THROUGH ANY THIRD PARTY. CONSUMERS SHOULD EXERCISE DUE DILIGENCE IN THEIR PURCHASE OF ANY TICKETS FOR EVENTS AT THE VENUE NOT PURCHASED THROUGH TICKETMASTER.COM.

E. Personal Property. KSE, the Venue and Colorado Rapids are not responsible for loss of personal property brought into the Venue.

F. Searches. The Holder and the Holder's belongings may be searched upon entry into the Venue and/or other security checkpoints. Prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of KSE, the Venue, the Colorado Rapids, MLS, and/or their designated agents, and the Holder hereby consents to the foregoing and waives any related claims that might arise against KSE, the Colorado Rapids, the Venue, and/or MLS. If the Holder elects not to consent, the Holder will be denied entry into the Venue without refund or credit.

G. Recording and Broadcast Rights. MLS, Colorado Rapids and their respective broadcast partners are the sole holders of all rights in and to all television, radio, internet or any other broadcast of the applicable Team Games. Holder will not, directly or indirectly, create, transmit, distribute, misappropriate or sell (or aid in the transmission, distribution, misappropriation or sale), in any media now and hereinafter existing, any description, account (whether text, data or visual, and including, without limitation, play-by-play data), picture, video, audio or other form of exploitation reproduction of any Team Game, Team Game-related activity or any Event (collectively, the “Event Works”). Holder agrees that by causing this ticket to be scanned upon entry, Holder shall be deemed to have signed such ticket and granted KSE, the Venue, the Colorado Rapids and MLS an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Event Works. **Violators are subject to ejection, in addition to all penalties and remedies provided by law, and in this Agreement.**

H. Accessible Seating. Designated accessible locations in the Venue are reserved for guests who require disability accommodations. The Venue provides disability accessible seating in designated locations and no permanent fixed chair will be provided for these locations. Only those requiring disability accessible seating and their companions may use the seating in designated locations for wheelchair accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. The Venue also provides semiambulatory seating (including seats that can be accessed without steps, designated aisle seats, or seats located close to exits) for guests who require such accommodations but do not require disability accessible seating. Should a Holder not require the disability accommodation provided in the location for which a Ticket is issued, KSE or the Venue may exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability. **Purchasers may be asked to state that they have a disability that requires, or they are purchasing tickets for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including those over the Internet.**

**If Holder does not require the disability accommodation provided in the location for which a Ticket is issued, KSE or the Venue reserves the right exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability. If accessible seating has been purchased fraudulently, the purchaser is subject to investigation and/or relocation.**

I. Promotions/Sweepstakes. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of KSE and MLS, if applicable.

J. Consent/Use of Image. Holder grants permission to KSE, the Venue, Colorado Rapids and MLS (as applicable), and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents a fully transferrable right and license, but not the obligation, to utilize, distribute, edit, modify and/or alter Holder's image, likeness, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in perpetuity, in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization, review or compensation. Additionally, Holder grants the respective Venue, Colorado Rapids and MLS permission to collect, use share and store certain Holder facial and other biometric information as permitted by law, including for security and/or health purposes.

K. Team Rosters and Player Lineups. Holder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Holder further acknowledges that neither KSE, the Venue, Colorado Rapids, nor MLS can make any representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and KSE, the Venue, Colorado Rapids and MLS hereby disclaims any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in any advertising or promotional materials related to the Event). Holder agrees that KSE, the Venue, Colorado Rapids and MLS shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and that no refund will be owed Holder on the basis of non-participation or non-attendance of any individual player. By using this ticket, Holder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

L. Suspended Match. Holder further recognizes and acknowledges that the license provided by this ticket grants Holder a **one-time** entry to the Event at its scheduled date and time. If the Event commences at its scheduled date and time but is delayed or postponed at any point prior to its conclusion due to inclement weather or for any other reason (hereinafter a "**Suspended Match**"), Holder acknowledges and agrees that this license does not grant re-entry for any date and time scheduled for commencement of the remainder of the Event. KSE in its sole discretion, will be entitled to determine whether this ticket will permit entry to the Suspended Match at the date and time for which it is rescheduled or at which play resumes, or whether any refunds shall be issued for this ticket.

### **3. RISKS AND WAIVER OF LIABILITY**

A. Lost or Fraudulent Tickets. Neither KSE nor the Colorado Rapids (as applicable) is responsible for, and may refuse to honor, duplicate or duplicated, lost, stolen, destroyed, misplaced, forgotten or counterfeit Tickets. At the sole discretion of KSE, Tickets may be replaced for an additional cost. If a replacement Ticket is issued, such replacement will be honored over the original, and the original Ticket will be null and void.

B. Assumption of Risk. HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), illness and all hazards arising from, or related in any way to, the Event or any surrounding activities (in whole or in part) for which this ticket is issued, including specifically but not exclusively the danger of injury by flying balls, drones, facility conditions, and other equipment, or by thrown objects, and other hazards associated with attending live events in a public forum, using the Tickets and/or **becoming exposed to or contracting an illness (as defined in Section 1.5 below)**, whether occurring prior to, during, or after the Event, howsoever caused and whether by negligence or otherwise. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, KSE, the Venue, Colorado Rapids, MLS, the City of Commerce City, all third parties performing services at the Venue, each of their parent(s), subsidiaries, affiliates, related entities, vendors, sponsors and political subdivisions, and each of the aforementioned entities' respective officials, officers, directors, partners, shareholders, owners, governors, alternate governors, members, employees, agents, successors and assigns, whether past, present or future and whether in their institutional or personal capacities (collectively, the "Released Parties") are not liable or responsible for any loss, damage or injury to any person or property in or around the Venue or in connection with any Event or Colorado Rapids event resulting from any cause.

WARNING! SOCCER BALLS, AND OTHER EVENT-RELATED ITEMS MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION.

C. Waiver of Liability. On behalf of Holder and Holder's Related Persons (defined below), Holder RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE each of the Released Parties with respect to any and all claims, including for negligence and/or wrongful death, that Holder or any of Holder's Related

Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described in the preceding paragraph, including without limitation with respect to any claim, liability, damage, cost, expense, or demand of whatever kind or nature that arise out of or relate in any way to (i) Holder's exposure to an illness; (ii) Holder's entry into, or presence within or around, an Event at the Venue (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols or Security Requirements applicable to each Event; (iii) any interaction between Holder and any personnel of any of the Released Parties present at an Event; or (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to any Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. Holder further represents and warrants that Holder's Related Persons have reviewed this Agreement and separately agreed to them. TO THE EXTENT THAT HOLDER OR ANY OF RELATED PERSONS, OR PERSONS WHO CLAIM THAT THEY CONTRACTED AN ILLNESS FROM HOLDER OR HOLDER'S RELATED PERSONS, FILE A CLAIM, SUIT OR ARBITRATION AGAINST ANY OF THE RELEASED PARTIES ARISING FROM OR RELATING TO THESE TERMS OR AN EVENT AT THE VENUE, HOLDER HEREBY AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST SUCH CLAIM, SUIT OR ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIAL REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE CDC GUIDELINES AND STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 ("COVID-19 BEST PRACTICES"), HOWEVER, NOTWITHSTANDING, HOLDER AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES. "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder or for whom Holder has obtained an Event ticket, including but not limited to minors for whom Holder is a parent or guardian, (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.

#### **4. GENERAL TERMS**

A. Arbitration; No Class Actions; Waiver of Trial by Jury. **SHOULD ANY CURRENT OR FUTURE DISPUTE, CLAIM OR CAUSE OF ACTION RELATED TO THIS TICKET OR AN EVENT ARISE BETWEEN HOLDER AND KSE, THE VENUE, COLORADO RAPIDS AND/OR MLS, HOLDER SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A "DISPUTE NOTICE") TO THE KSE LEGAL DEPARTMENT, AT 1000 CHOPPER CIRCLE, DENVER, CO 80204. THE DISPUTE NOTICE MUST CONTAIN THE FOLLOWING: (I) INFORMATION SUFFICIENT TO IDENTIFY ANY TRANSACTION, ACTIVITY, AND ACCOUNT AT ISSUE; (II) CONTACT INFORMATION OF THE CLAIMANT (INCLUDING NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS); AND (III) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE (INCLUDING THE DATE OF ANY TRANSACTION OR ACTIVITY AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR ANY SUCH RELIEF. THE NOTICE MUST BE PERSONALLY SIGNED BY HOLDER (AND THEIR COUNSEL, IF REPRESENTED). HOLDER, KSE, THE VENUE, COLORADO RAPIDS AND MLS AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 60 DAYS (THE "NEGOTIATION PERIOD") FOLLOWING RECEIPT OF THE DISPUTE NOTICE. IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN THE NEGOTIATION PERIOD, THE DISPUTE SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN DENVER, CO CONDUCTED BY NATIONAL ARBITRATION AND MEDIATION ("NAM"). THE NAM RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED. THE COSTS OF SUCH ARBITRATION SHALL BE SPLIT EVENLY AMONG THE PARTIES EXCEPT UPON AN ARBITRATOR'S FINDING THAT SUCH SPLIT RENDERS THE ARBITRATION COST-PROHIBITIVE TO THE HOLDER. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING ITEMS (WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE): (I) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT; (II) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS; AND (III) WHETHER A DISPUTE CAN OR MUST BE BROUGHT IN ARBITRATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, HOLDER, KSE, VENUE, COLORADO RAPIDS AND MAJOR LEAGUE SOCCER (AS APPLICABLE) AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, VENUE, TEAM AND MLS WAIVE THE RIGHT TO A JURY TRIAL. NOTWITHSTANDING THE FOREGOING, EITHER PARTY HAS THE ABILITY TO BRING DISPUTES IN SMALL CLAIMS COURT. (THIS RIGHT DOES NOT ALLOW A PARTY TO REMOVE OR APPEAL A DISPUTE TO A COURT OF GENERAL JURISDICTION.) ANY DISAGREEMENT AS TO WHETHER A DISPUTE IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT IS FOR A COURT TO DECIDE AND ANY ARBITRATION SHALL BE STAYED.**

**IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.**

B. Waiver and Amendment. Failure to enforce any provision of this Agreement will not be a waiver or prevent enforcement of the same or any other provision of this Agreement. KSE may amend or supplement the terms and

conditions of this Agreement as it deems necessary on an on-going basis. By purchase, acceptance and/or use of a Ticket, Holder and all others who gain entry to the Venue (including the parking areas or entry gates) using tickets issued to, provided to, or otherwise used to gain admission for the Holder, are deemed to have read and agreed to the terms of this Agreement then in effect. Bearer represents and warrants that each person who enters the Venue using tickets purchased by, issued to, provided to, or held by the Bearer has authorized Bearer to act on their behalf for purposes of agreeing to these Terms and such authorization is confirmed by Bearer or such person entering the Venue.

C. Entire Understanding. Other than any language appearing on the back of a Ticket, or any terms applicable to the purchase or acquisition of a Ticket, such as, by way of example, Ticketmaster's terms and conditions, which are incorporated by reference, this Agreement is the entire understanding and agreement between the parties with regard to its terms. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.

D. Headings. The titles of the articles, headings, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

E. Severability. If any provision or part of this Agreement is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in this Agreement and any Supplemental Terms remain valid and binding.

## 5. COVID-19 AND OTHER ILLNESS-SPECIFIC TERMS

A. Safety Requirements. Due to the uncertainty related to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19"), a Ticket and Holder's admission to the Venue are subject to all safety and health requirements and policies put in place by the Venue, the Colorado Rapids and Major League Soccer (as applicable), including any requirements relating to facemasks and/or enhanced health screenings (which may include a requirement that the Holder, and any person for whom Holder obtains a ticket or is in the Holder's party, be tested for and/or vaccinated for COVID-19 prior to an Event) and those policies and requirements set forth herein. Such policies and requirements as they may be updated from time to time (in the sole determination of the Venue, Colorado Rapids and/or Major League Soccer, as applicable) and as they may be communicated to the Holder prior to or during an Event (whether orally or in writing) by, for example, posting on the Venue website or instructions provided by Colorado Rapids or Venue personnel or signage in or around the Venue, are collectively referred to below as the "Safety Requirements". Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during an Event) and acknowledges and agrees that attendance at an Event is conditioned on such compliance.

B. Assumption of Risk. BY ATTENDING AN EVENT, HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. HOLDER VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or and any strains, variations, adaptations or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof each, an "Illness"), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Event, whether occurring prior to, during, or after the Event, however caused and whether by negligence or otherwise.

C. Specific Event Health and Safety Protocols. Certain Events, seating locations and experiences may require additional health and safety guidelines or requirements at the request of the promoter, touring artist or in accordance with Major League Soccer protocols which could include, without limitation, requirements to provide proof of COVID-19 vaccination, provide proof of a negative COVID-19 test and/or mandatory facemask requirements (collectively, "Event-Specific Safety Protocols"). Holder agrees to comply with all such Event-Specific Safety Protocols as a condition of entry into the Venue for such Events. These requirements are subject to change at any time. Please visit <https://www.dickssportingoodspark.com/stadium/health-safety> for the most up-to-date Safety Requirements and list of Events requiring Event-Specific Safety Protocols.

6. **1099 REPORTING**. The IRS may require ticket vendors to report the amounts Holder receives for selling or reselling tickets on such ticket vendor's marketplaces. Ticket vendors are generally required to file a Form 1099-K report with the IRS if the gross amount of a Holder's transactions on their marketplaces is \$600 or more in a calendar year and will need to collect Holder's Social Security Number or Employer Identification Number. Ticket vendors will generally provide the Holder with a copy of the Form 1099-K by January 31 of the following year. Some state taxing authorities may also require ticket vendors to report when Holder has made at least \$600 in transactions on their

marketplaces, although some states may require reporting based on different thresholds. When required, such ticket vendor will generally provide Holder with a copy of any required state forms.

## II. TERMS SPECIFIC TO SINGLE EVENT TICKET PURCHASES ONLY

**1. ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN.** THE SOLE AND EXCLUSIVE REMEDY, including if admission is refused, if Holder is denied entry for not complying with Safety Requirements and/or a mandatory mask policy, if Venue capacity limitations result in Holder's Ticket(s) being cancelled, or if the Event is cancelled, rescheduled or postponed for any reason (or held without fans), is an account credit or a refund (as determined by KSE in its sole discretion) of the original purchase price of the Ticket, provided the Ticket purchaser requests such refund or credit within 30 days of the original Event date. Once an Event begins, it is deemed fully performed and no refunds will be given. No refund or remedy will be provided if Holder is ejected from the Venue for breach of this Agreement or failure to comply with Venue Rules. Further, KSE's liability for breach of any term of this Agreement shall not exceed the original purchase price of the Ticket. **IN NO EVENT SHALL KSE OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE TICKET.**

**2. EVENT TIMES AND SEAT RELOCATION.** The date and time of the Event (and the opening of Venue gates/doors) are subject to change by KSE in its sole discretion, and no such changes shall entitle Holder to a refund or any other remedy if Holder cannot attend the Event except as specifically set forth herein. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue modifications, Safety Requirements, Laws and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

## III. TERMS SPECIFIC TO TICKET PACKAGES ONLY

### 1. ACCOUNT.

A. Ticket Statement. After submitting an order or establishing a ticket account, Account Holder will receive an invoice or written confirmation from KSE (or Colorado Rapids) confirming the number of Tickets that Account Holder will receive, the location of the Holder's seat(s), the Team Games for which Account Holder will receive Tickets, other benefits purchased by the Account Holder, and a statement of amounts due to KSE by Account Holder ("Statement"). KSE, in its sole and absolute discretion, may set a limit on how many Tickets an Account Holder may purchase.

B. Account Holder. Account Holder must be an individual living adult or legal business entity. The "Account" is the revocable license granted by KSE to Account Holder to manage the Tickets, payments, and other rights and obligations under this Agreement. The Account Holder is listed on the Account as the primary contact, **except** if the credit card on file is a company credit card, then the company shall be deemed to be the Account Holder. Only Account Holder is allowed to make changes to the Account. Account Holder must promptly notify KSE in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are Account Holders, all changes to account records (such as to the contact person) must be submitted in writing on official letterhead and signed by a duly authorized individual along with any additional information that KSE determines in its sole discretion is necessary or appropriate to effect such change.

C. No Rights to Other Events. Account Holder acknowledges and agrees that only the Major League Soccer pre-season and regular season Team Games and certain Leagues Cup Team Games (if any) specified on the Statement are included in the Ticket Package. As determined by KSE in its sole discretion, Account Holder may from time to time receive, but is not guaranteed, the right to receive or purchase Single Event Tickets for games or events other than the Team Games included in the Ticket Package involving the Colorado Rapids, including without limitation, the post-season games conducted by Major League Soccer ("Post-Season Games"), non-game events at the Venue (regardless of whether or not the Colorado Rapids are involved), or any games or events involving the Colorado Rapids not played at the Venue (e.g. concerts, conventions, Major League Soccer All-Star games, league drafts). KSE or the Colorado Rapids may, in their sole discretion, offer Account Holder the ability to purchase Single Event Tickets for the Post-Season Games, Leagues Cup games not included in the Ticket Package ("Additional Leagues Cup Games"), non-game events or other games or events, subject to the terms of this Agreement, the rules of event promoters and the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of Major League Soccer, as determined by Major League Soccer on an on-going basis, including any Collective Bargaining Agreement between Major League Soccer and/or its members and other parties; all agreements, consent decrees and settlements of a Major League Soccer, Major League Soccer members and/or other persons in furtherance of Major League Soccer business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between Major League Soccer and third parties, as each presently exist and as each are hereafter enacted, amended, modified, supplemented, interpreted, made and enforced.

D. Pay as We Play Program for Post-Season Games and Additional Games. Account Holders in good standing, shall be automatically enrolled in the Pay As We Play program ("Pay-As-We-Play Program"), and shall have the opportunity to purchase tickets for certain Events which fall outside the Ticket Package and which may include one or more rounds of competition at KSE's discretion, including but not limited to Post-Season Games, Additional Leagues Cup Games, CONCACAF Champions League matches, Lamar Hunt U.S. Open Cup/Canadian Championship

matches, and other similar matches designated by KSE (collectively, the "Pay-As-We-Play Matches"). Following the public announcement of one or multiple Pay-As-We-Play Match(es), KSE shall provide Account Holders with notice that such Event or Events constitute a Pay-As-We-Play Match and shall further provide Account Holders with an Invoice for the price of Tickets to the same Pay-As-We-Play Match(es). All Invoices generated for Pay-As-We-Play Matches shall be for the same seats in the Account Holder's Account for the then-current season, and the Invoice shall list the per seat price for all Pay-As-We-Play Matches included in the Invoice. Each Account Holder shall further be provided with the time period and manner for providing notice to KSE that Account Holder does not wish to purchase Tickets for the invoiced Pay-As-We-Play Match(es) ("Opting Out"), which time period shall in no event be sooner than forty-eight (48) hours after KSE provides notice of the Event's designation as an Pay-As-We-Play Match ("Opt-Out Period"). If Account Holder does not Opt Out within the Opt-Out Period, Account Holder authorizes KSE to charge their credit card or bank account on file in their account on the first date immediately following each Opt-Out Period for the full Invoice amount in one lump sum (unless a payment plan is offered through the invoice). **Opting Out of any specific Invoice during any Opt-Out Period shall release Account Holder's Tickets for the associated Event(s) back to KSE for sale as part of general single match inventory for the Event or Events.** If multiple Events are offered in an Invoice, for example all home Post-Season Games, once Opting Out of the first Event in the series, Account Holder shall be Opted Out for all remaining Events in that series, including but not limited to later rounds of competition, (e.g., a Conference Final), and shall not be guaranteed any subsequent opportunity to purchase tickets on a single match basis.

E. Accessible Seating Additional Requirements. In addition to the provisions set forth in Section 1.2.H above, purchasers of Ticket Packages may be asked to attest in writing, and recertify annually, that they have a disability that requires or that they are purchasing tickets for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including those over the internet.

F. Seat Relocation. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue renovations, fan comfort and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

G. No Warranty. No representation, warranty, covenant or guarantee is made by KSE, Colorado Rapids or Major League Soccer that any particular game or event, including any Team Game will take place at the Venue on any particular day or at any particular time, or that any particular number of Major League Soccer games will be scheduled and/or played at the Venue during a Major League Soccer season.

H. Corporate Account Holders. KSE reserves the right to require that any transaction hereunder be supported by appropriate corporate resolutions or other documents deemed necessary by KSE.

I. Electronic Transfer and Resale System(s). KSE may provide an electronic ticket, purchase, resale and/or transfer system for use by Account Holder. Use of any such system is subject to this Agreement and all terms and conditions related to the system (including but not limited to terms of use provided by third parties). KSE may at any time and in its sole discretion: (i) suspend, modify, replace and/or discontinue the system(s); (ii) discontinue Account Holder's access to and/or use of the systems or revoke the Account if KSE suspects or determines that the Account and/or system terms and conditions are violated; and/or (iii) institute a fee for use by Account Holder on the Account.

J. Account Transfers. Absent KSE's written consent, which may be withheld or granted in KSE's sole discretion, Account Holders have no right to transfer any Account right or privilege, in whole or in part, to any person or entity, to another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust, property settlement, transfer to creditors or any other means. The foregoing shall not be construed as any prohibition on an Account Holder from lawfully selling or transferring the Tickets themselves. Therefore, any attempt to sell or otherwise transfer Account rights and privileges may result in KSE's cancellation of this Agreement and/or the Account. Any court order directing the distribution of Tickets or Account rights and privileges to a person or entity not listed as the Account Holder, whether in bankruptcy or otherwise, will result in KSE's exercise of its right to immediately terminate this Agreement and the Account (with KSE promptly refunding to the Account Holder any amounts paid for Tickets to attend Team Games not played as of the effective date of termination).

Notwithstanding the foregoing, KSE will typically allow an Account Holder to request transfer of the Account to a member of the Account Holder's immediate family. Any such request must be submitted in writing for KSE's approval (which may be granted or withheld in KSE's sole discretion) and must be supported by appropriate documentation (e.g., proof of relationship) satisfactory to KSE.

K. Upgrades. Account Holders who are full-season ticket holders may request an upgrade of the location of the seat locations corresponding to the Tickets. All seat location upgrades will be granted or rejected in the sole discretion of KSE and are at all times subject to the availability of seats in the Venue.

L. Parking Passes. KSE may, in its sole discretion, offer Account Holder the opportunity to purchase passes for parking in Venue-controlled lots on terms and in locations determined by the Venue.

M. Preemption. As more fully described in Section III(3)(C), above, Account Holder agrees and acknowledges that the Account includes Tickets only for MLS Team Games presented by the Colorado Rapids and played at the Venue during Major League Soccer's preseason and regular season and any Leagues Cup Team Games included in

the Ticket Package. Account Holder agrees and acknowledges the Colorado Rapids must comply with certain agreements and mandates made by Major League Soccer, and Major League Soccer reserves the right to cancel, postpone, reschedule or relocate games, as determined in its sole discretion; modify or discontinue, temporarily or permanently, any aspects of the rules, operations and presentations of team-related games and events; and relocate any ticket seat locations, including season ticketholder seat locations, during Post-Season Games and other Major League Soccer -controlled games ("League Preemption"). In the event a Team Game is not played at the Venue as originally scheduled for any reason, including League Preemption, such circumstance shall in no way be deemed, argued or construed to be a breach by KSE of any terms, conditions, agreement or other duties or obligations related to the sale of a Ticket and, in such event, Account Holder's sole remedy shall be a pro-rata account credit or refund equal to the price paid for the affected Ticket(s) (as specified in the Statement) and Account Holder hereby irrevocably waives and releases any claims Account Holder may have against KSE, Colorado Rapids, the Venue and/or Major League Soccer with respect to such Team Game not played at the Venue.

N. Assignment. Except as expressly provided in this Agreement, Account Holder may not assign or transfer any of Account Holder's rights and obligations, in whole or in part, under this Agreement without the express written consent of KSE which may be withheld for any or no reason. In the event of any attempt by Account Holder to offer, sell, assign or transfer its rights under this Agreement in violation of this Agreement, KSE will have the right, but not the obligation, to terminate this Agreement and the Account and pursue any and all remedies available under this Agreement, at law and in equity.

O. Amendment. Amendments, revisions and/or information about to the Account terms and this Agreement may be sent to Account Holder or posted on KSE and/or the Colorado Rapids' website from time to time. Account Holder is responsible for reading and complying with all information, revisions and amendments. Neither KSE nor Colorado Rapids are responsible for problems, losses or inconveniences experienced because Account Holder did not read updates to the Account or this Agreement, or because information is sent to an incorrect address due to Account Holder's failure to notify KSE of any address change.

P. Notices. Any written notices to Account Holder shall be mailed to the address on the Account and/or sent to the e-mail address on account. Any written notices to KSE should be made via e-mail to the Service or Sale Representative assigned to the account.

Q. Communications. Holder may be presented with the opportunity to elect to receive mobile alerts regarding information and updates pertaining to a specific Team Game, Venue Rules and any changes thereto by opting-in. If Holder opts-in to receiving mobile alerts, Holder authorizes KSE and the Colorado Rapids to use automated technology to send messages to the mobile phone number designated by Holder. Message and data rates may apply, according to the rate plan provided by Holder's wireless carrier. KSE and the Colorado Rapids will not be responsible for any text messaging or other wireless charges incurred by Holder or by a person who has access to Holder's wireless device or telephone number. Holder may not receive alerts if the Account Holder's carrier or plan does not permit text alerts. The Colorado Rapids may send Account Holder a bounce back message for every message Holder sends to KSE or the Colorado Rapids. Service may not be compatible with all wireless carriers or devices. Holder may opt-out of receiving mobile alerts at any time by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If Holder opts-out by sending a text message, KSE and/or the Colorado Rapids will send a text to confirm the request. It may take up to 10 days to remove Holder's mobile device number from the database. For additional help, text "HELP" to the shortcode provided. KSE and the Colorado Rapids are not responsible for the accuracy of any information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Holder's deletion or failure to store any mobile messaging from KSE and/or the Colorado Rapids.

## **2. COSTS AND PAYMENT**

A. Ticket Cost. Account Holder will pay to KSE the amounts indicated in the Statement.

B. Method of Payment. Account Holder will pay all amounts owed in accordance with the payment provisions of the Statement.

C. Deposit. KSE may require Account Holder to submit a non-refundable deposit, as determined in KSE's sole discretion, to establish the Account and/or reserve the Tickets.

D. Late Payment. KSE may charge a late fee in an amount up to the highest charge allowed by applicable law for the outstanding or late payment of any amount due by Account Holder.

E. Payments from Non-Account Holders. In KSE's sole and absolute discretion, KSE may accept or refuse payment from an individual or entity who is not Account Holder. Acceptance of such payment by KSE does not grant such third-party any rights, privileges or benefits under this Agreement (including but not limited to the right to receive Tickets), as all rights, privileges and benefits granted through this Agreement belong only to Account Holder.

**3. TERM; SEASON TICKET PACKAGE AUTO-RENEWAL.** Unless otherwise specified on the Statement and subject to the termination rights provided in this Agreement, the initial term of this Agreement is for a one-season term.



A. **If Account Holder's Ticket Package purchase does not auto-renew, the following applies:** The term of this Agreement is for one-season unless your Statement specifically states that it will automatically renew. Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, to the extent, in KSE's sole and absolute discretion, Account Holder is afforded the right of priority with respect to a right to repurchase/renew a Ticket Package, time is of the essence with respect to all dates Account Holder must do so. If Account Holder fails to exercise any right to repurchase/renew by any deadline imposed by KSE, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

B. **If Account Holder's Ticket Package purchase is specifically designated as auto-renewing (which includes all full-season Ticket Packages and some partial season Ticket Packages), the following applies:** This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent Major League Soccer season) will automatically renew for one (1) additional Major League Soccer season (a "Renewal Term") upon the prevailing terms and conditions as determined by KSE unless Account Holder exercise his or her right to opt-out at the end of the Major League Soccer season by cancelling his/her Account (as more fully described below). Thereafter, this Agreement will continue to automatically renew at the end of each Renewal Term for an additional period of one (1) Major League Soccer season unless Account Holder exercises his or her right to opt-out by cancelling his/her Account (as more fully described below). Such terms and conditions (which will include the price of the Ticket Package for the Renewal Term) and instructions for Account Holder to cancel his or her Account will be provided to Account Holder in a written renewal notice at least twenty-five (25) calendar days in advance of each renewal. Account Holder will be required to provide KSE with notice of its intent to opt-out of a Renewal Term by the deadline specified in the renewal notice, utilizing KSE's online or other specified opt-out process as set forth in the renewal notice, or Account Holder's account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or KSE. Time is of the essence with respect to all dates Account Holder must do so. If Account Holder affirmatively declines to repurchase/renew the Ticket Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

#### 4. DEFAULT AND TERMINATION.

A. Account Holder Default. If Account Holder fails to pay any amounts when due, fails to perform any duty or obligation hereunder or otherwise materially breaches this Agreement, or if Holder or member of Holder's party violates any Venue Rules or Laws while using a Ticket, KSE may, without limiting any of its rights under this Agreement, withhold distribution of Tickets and/or terminate this Agreement (and the corresponding Account(s)) immediately upon notice to Account Holder. Upon termination of this Agreement, Account Holder will forfeit all rights to the Tickets and Account Holder's obligation to pay the outstanding balance of the any amounts due to KSE by Account Holder, if any, will be immediately due and payable. Termination of this Agreement will not affect Account Holder's obligations under this Agreement for amounts due to KSE or otherwise limit the rights and remedies available to KSE. KSE's acceptance of the partial payment of any amounts due by Account Holder will not constitute a forfeiture or waiver of its right to receive the full amounts owed or of any other right or remedy available to KSE at law or in equity.

B. KSE Breach. If Account Holder terminates this Agreement due to a material breach by KSE, Account Holder's sole remedy will be a credit or refund of the amount already paid to KSE by Account Holder, excluding any amount allocable to Tickets, parking passes or other benefits already received and/or used by Account Holder.

C. Holder Breach. Breach of any of the policies by the Holder, failure to comply with Venue rules or instructions of Venue personnel, or the rules of the Major League Soccer, or the Colorado Rapids, or the refunding to Holder of the purchase price of this ticket, shall automatically terminate any rights that Holder may have hereunder; shall render illegal and unauthorized Holder's use of the ticket for any purpose; and shall authorize the Venue, the Colorado Rapids and/or Major League Soccer to withdraw the ticket, refuse admission to the Venue, eject Holder from the Venue, or detain or cause the arrest of Holder. Breach of any of the terms of this license including, but not limited to, the display of offensive language or disruptive behavior shall also subject Holder to all legal remedies available to KSE, the Colorado Rapids, the Venue, and Major League Soccer.

D. Nonoccurrence or Relocation. Notwithstanding anything herein to the contrary, if any Team Game does not occur at the Venue for any reason or is held at the Venue but at a time and/or date other than originally scheduled, KSE will not be in breach of this Agreement. If a Team Game does not occur at the Venue and, as a result, the number of Tickets granted under this Agreement is reduced from the amount specified in the Statement, Account Holder will

not be charged for any such Tickets, or, if Account Holder has already made payment for such Tickets, Account Holder will receive a pro rata credit or refund equal to the price of such Tickets as specified in the Statement.

E. For Convenience. KSE may terminate this Agreement at any time by providing written notice to Account Holder. If applicable, within a reasonable time after termination, KSE will return a pro rata portion of the amounts paid hereunder for Tickets to Team Games occurring after the effective date of termination.

MLS SPECTATOR WAIVER

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. THESE TERMS INCLUDE A DISPUTE RESOLUTION SECTION (INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER). IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

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 Dick's Sporting Goods Park, including all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas (collectively, the "Stadium") for a home game or other event of the Colorado Rapids, 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 Communicable Diseases 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") and other communicable diseases (together referred to herein as "Communicable Diseases") may be extremely contagious diseases that can lead to severe illness and death, and there may be an inherent danger and risk of exposure to Communicable Diseases in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by Kroenke Sports & Entertainment, LLC, KSE Soccer, Inc., Kroenke Stadium Services, Inc., or KSE Ticketing, 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 Communicable Diseases; (c) while people of all ages and health conditions can be and have been adversely affected by any Communicable Disease, according to public health authorities: (i) people with certain underlying medical conditions are or may be especially vulnerable; and (ii) the risk of severe illness from the contraction of a Communicable Disease may increase with age, and contracting a Communicable Disease can result in the further transmission of a Communicable Disease to my spouse, family members, and other contacts; and (d) exposure to a Communicable Disease 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 COMMUNICABLE DISEASES), 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 ANY COMMUNICABLE DISEASE; (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 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 Parties, 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. **Dispute Resolution.** SHOULD ANY CURRENT OR FUTURE DISPUTE, CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, THE EVENT OR THE STADIUM ARISE BETWEEN ME OR MY RELATED PERSONS AND ANY PERSON OR PARTY INCLUDED WITHIN THE DEFINITION OF “RELEASED PARTIES”, I WILL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A “DISPUTE NOTICE”) TO THE KSE LEGAL DEPARTMENT, AT 1000 CHOPPER CIRCLE, DENVER, CO 80204. THE DISPUTE NOTICE MUST CONTAIN THE FOLLOWING: (I) INFORMATION SUFFICIENT TO IDENTIFY ANY TRANSACTION, ACTIVITY, AND ACCOUNT AT ISSUE; (II) CONTACT INFORMATION OF THE CLAIMANT (INCLUDING NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS); AND (III) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE (INCLUDING THE DATE OF ANY TRANSACTION OR ACTIVITY AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR ANY SUCH RELIEF. THE NOTICE MUST BE PERSONALLY SIGNED BY ME (AND MY COUNSEL, IF I AM REPRESENTED). THE PARTIES AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 60 DAYS (THE “NEGOTIATION PERIOD”) FOLLOWING RECEIPT OF THE DISPUTE NOTICE. IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN THE NEGOTIATION PERIOD, THE DISPUTE SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN DENVER, CO CONDUCTED BY NATIONAL ARBITRATION AND MEDIATION (“NAM”). THE NAM RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED. THE COSTS OF SUCH ARBITRATION SHALL BE SPLIT EVENLY AMONG THE PARTIES EXCEPT UPON AN ARBITRATOR’S FINDING THAT SUCH SPLIT RENDERS THE ARBITRATION COST-PROHIBITIVE TO ME. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING ITEMS (WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE): (I) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT; (II) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS; AND (III) WHETHER A DISPUTE CAN OR MUST BE BROUGHT IN ARBITRATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. NOTWITHSTANDING THE FOREGOING, A PARTY HAS THE ABILITY TO BRING DISPUTES IN SMALL CLAIMS COURT. (THIS RIGHT DOES NOT ALLOW A PARTY TO REMOVE OR APPEAL A DISPUTE TO A COURT OF GENERAL JURISDICTION.) ANY DISAGREEMENT AS TO WHETHER A DISPUTE IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT IS FOR A COURT TO DECIDE AND ANY ARBITRATION SHALL BE STAYED.

IF I DO NOT CONSENT TO THESE DISPUTE RESOLUTION PROVISIONS, I AGREE TO LEAVE OR NOT ENTER THE STADIUM.

5. **Severability.** Except as otherwise provided in the MLS Terms of Service (<https://www.mlssoccer.com/LEGAL/TERMS-OF-SERVICE>), 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.

6. **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 exposure to a Communicable Disease; 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.