

Ticket Terms & Conditions

IMPORTANT: THIS TICKET IS A REVOCABLE LICENSE; HOLDER OF THIS TICKET ACCEPTS ALL RISK OF INJURY AND DANGER; NO RE-ENTRY UPON EXIT; THIS TICKET LIMITS HOLDER'S LEGAL RIGHTS

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS, STICKS, EQUIPMENT, PROMOTIONAL ITEMS, OR OTHER EVENT RELATED ITEMS MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARM-UPS AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK AN USHER FOR DIRECTIONS TO THE NEAREST FIRST-AID STATION.

1. This ticket is a revocable license that only grants a one-time entry into the specified Facility and a spectator seat/standing room (as applicable) for the specified Event. Unless otherwise announced, no person over twenty-four (24) months old may enter the Facility without a ticket, and re-entry is prohibited. The person seeking entry pursuant to this license, and any accompanying minor (collectively, "**Holder**"), agrees that this ticket is subject to the following terms and conditions (the "**Agreement**") which contains an AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER. Holder is solely responsible for reading and understanding the Agreement before using this ticket and by acceptance and/or use of such ticket for the Event, Holder is deemed to have read the Agreement and agrees to be bound by it. Failure to comply with this Agreement shall result in forfeiture of such license and all rights arising under it without refund, and shall entitle VSG Enterprises LLC, Tampa Bay Arena, LLC, Lightning Hockey LP, and each of their successors and assigns (collectively, "**VSG**"), the National Hockey League ("**NHL**"), and any applicable third-party promoter (collectively, "**Management**") to pursue all legal remedies available. Admission may be refused or withdrawn and Holder may be ejected at Management's sole discretion. VSG may change the terms of the Agreement at any time, without notice, and Holder's use of this ticket after such change is posted will mean that Holder accepts such change(s).
2. **ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY**, including if admission is refused or revoked, if Facility capacity limitations result in Holder's ticket(s) being cancelled, if the Event is relocated outside of Tampa, Florida, or if the Event is cancelled and not rescheduled/replayed for any reason, or held without spectators, is an account credit or a refund of the face value of the ticket as determined by VSG in its sole discretion ("**Face Value**"). Once an Event begins, it is deemed fully performed and no refunds will be given. No refund or remedy will be provided if the Event is postponed or rescheduled, or if Holder is ejected from or refused entry to the Facility. Further, Management's liability for breach of any term of this Agreement shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET.**
3. The date and time of the Event (and the opening of Facility doors) are subject to change by Management in its sole discretion, and no such change shall entitle Holder to a refund or any other remedy if Holder cannot attend the Event or for any other reason. Holder's seat may be relocated in the sole discretion of Management, and no such relocation shall entitle Holder to a refund or any other remedy if Holder is relocated to a seat of comparable value as determined by Management in its sole discretion.
4. Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity), in any medium now or hereafter existing any information about the game, concert or event to which this ticket grants admission or any entertainment, attractions, warm-ups, practices, pre-game, post-game, or between-period activities, promotions, or competitions offered in connection with the game or event (collectively, the "**Event**") including, but not limited to: (i) any form, description or account (whether text, data or visual) and including, without limitation, play-by-play data of the Event or related events, the

Facility or VSG (collectively, the "**Descriptive Data**") for any commercial or non-personal purpose; (ii) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events, the Facility or VSG (the "**Works**") for any commercial or non-personal purpose; or (iii) livestreams of any portion of the Event or related events, the Facility or VSG (the "**Livestreams**"). Notwithstanding the foregoing, Holder agrees that by using this ticket for entry into the Facility, Holder shall be deemed to have signed this ticket and grants VSG and NHL an exclusive, worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works the Livestreams, and, to the extent permitted by law, the Descriptive Data. Holder agrees that VSG, the NHL, any applicable third-party promoter, and any featured corporate sponsor/partner, each as applicable, is the exclusive owner of all copyrights and other proprietary rights in the Event or related events.

5. Holder irrevocably grants to VSG, the NHL, the NHL's Member Clubs, NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Enterprises, L.P., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., and each of their respective past, present, and future parents, subsidiaries, affiliates, related companies, agents, officers, employees, and owners (collectively, the "**Entities**") and each of their respective current and future sponsors, advertisers, broadcasters, designees, partners, agents and licensees the unrestricted right and license to use Holder's image, likeness, name, voice, comments, and/or other proprietary or public rights in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual, feature and/or other recording taken at the Facility or in connection with the Event or other transmission, distribution, public performance, or reproduction in whole or in part of the Event, for any and all purposes, including without limitation, advertising, publicity, sales relating thereto, or any other purposes in connection with the Event or Entities and their goods, services or other businesses, worldwide, in perpetuity, and in any and all media now or hereafter known, without further authorization or compensation, including, but not limited to, any rights created or recognized by Florida Statutes §540.08. Holder acknowledges that Holder has no expectation of privacy in connection with Holder's attendance at the Event. The rights granted herein to the Entities are assignable.
6. Holder: (a) agrees to comply with all VSG and Facility policies, including without limitation the rules and policies which are posted at www.amaliearena.com, as they may be modified from time-to-time without notice, the instructions of the Facility's personnel, any security measures, health and safety policies and assessments, Fan Code of Conduct or any other rule or policy of Management and/or NHL rules, each as they may be modified from time-to-time without notice; (b) consents to allowing Management to inspect Holder's person and/or any bags, clothing, or other articles for security purposes, whether by walk-through metal detection, handheld metal detection, bag checks, or otherwise; and (c) acknowledges and agrees that Holder may be denied entry to or ejected from the Event, AMALIE Arena, and/or other applicable Event venue (together with AMALIE Arena, each, a "**Facility**" and, collectively, the "**Facilities**"), if Holder is in possession of any item or object that Management considers potentially dangerous, hazardous, inappropriate, and/or injurious to other patrons, and any prohibited items may be confiscated. Holder consents to security searches and/or screening of Holder and waives any claims that Holder might have against the Released Parties (as defined below). Holder acknowledges that Management has no liability for Holder's person or property.
7. Management reserves the right, without refund of any portion of the purchase price, to revoke the license granted by this ticket and refuse admission or eject any person: (a) who violates the terms of the Agreement or any of the rules, restrictions, or policies of Management; (b) who appears to be or is intoxicated; (c) whose conduct (or complicity in such conduct) is deemed by Management, authorized Facility personnel or their designated agents to be improper, disorderly, or unbecoming; or (d) who uses vulgar or abusive language.

8. Resale of this ticket is prohibited except as authorized by Florida law. To help maintain social distancing guidelines, Holder agrees that Holder will not sell, transfer or otherwise provide any of Holder's Event tickets to anyone other than family with whom Holder has been sheltering (or other trusted acquaintances), unless Holder is selling, transferring or otherwise providing all such tickets (i.e., Holder's full pod of tickets) to one party (a "pod" is defined as the number of seats that may be seated together). Tickets obtained from unauthorized sources may be lost, stolen, or counterfeit and such tickets may not be honored by Management. Holder assumes all risk associated with the purchase of this ticket from anyone other than Management or their designated agents. This ticket may not be used for advertising, promotion, contests, sweepstakes, giveaways, gambling or gaming activities, or other trade or commercial purposes, without the express written consent of Management. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.
10. Should a conflict arise between this Agreement and Holder's written agreement with VSG (e.g., Suite Agreement, Loge Agreement), if applicable, the terms of that agreement shall prevail.
11. Retain possession of this ticket until the Event has occurred. This ticket cannot be replaced if lost, stolen, or destroyed. This ticket is good only for this particular Event and no part of the purchase price will be refunded by reason of the failure of Holder to use it for this Event.
12. **ENTERING THE ICE RINK OR PERFORMANCE AREA, DISRUPTING AN EVENT, AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH AN EVENT PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. SMOKING IS PROHIBITED AT THE FACILITIES.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

13. **READ THIS AGREEMENT COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASED PARTIES (DEFINED BELOW) USE REASONABLE CARE IN PROVIDING THE EVENT, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY ATTENDING THE EVENT BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE EVENT WHICH CANNOT BE AVOIDED OR ELIMINATED. BY ENTERING THE FACILITY YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE EVENT. YOU HAVE THE RIGHT**

TO REFUSE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY NOT PERMITTING YOUR CHILD ENTRY TO THE FACILITY.

WAIVER, RELEASE OF LIABILITY & COVENANT NOT TO SUE

14. Holder recognizes that Holder's attendance at the Event is voluntary and may result in personal injury (including death) and/or property damage and agrees to stay alert and remain aware of his/her surroundings. By using this ticket or by attending, observing or participating in the Event, Holder acknowledges and assumes all risks and dangers associated with Holder: (a) being a spectator before, during, and after an Event, including without limitation a hockey game (including all warm-ups, practices, pre-game, post-game, and between-period activities, promotions, and competitions), whether any such risk or danger occurs prior to, during or subsequent thereto; and (b) attending, observing, or participating in the Event, in each case, whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by flying pucks, sticks, equipment, promotional materials, or other objects; thrown, dropped, or launched items (including without limitation, t-shirts, beads, or other item thrown by the entertainment crew or other spectators); projectiles; persons (including without limitation players or other spectators); animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators; and/or the risk of lost, stolen, or damaged property, whether such risk occurs prior to, during, or subsequent to the Event.
15. Holder agrees that: (a) the Entities, including without limitation VSG Enterprises LLC, Tampa Bay Arena, LLC, Lightning Hockey LP, and the NHL; (b) the Entities' respective past, present, and future licensees, sponsors, and vendors, and all of their successors and assigns; (c) all other VSG and National Hockey League related entities; (d) Vinik Sports Group LLC, JV Hockey Ventures, LLC, Tampa Bay Sports and Entertainment, LLC, Lightning Hockey GP LLC, Lightning Foundation, Inc., TBSE Enterprises LLC, TBSE Esports, LLC, TB Sports Retail, LLC, Lightning High School Hockey League, Inc., Because We Love the Game, Inc., Tampa Bay Entertainment Properties LLC, TBEP Hospitality HoldCo, LLC; TBEP Hospitality I, LLC, TBEP Hospitality I JV, LLC; TBEP Facilities, LLC, TBEP Media, LLC, TBEP Live, LLC, and TBEP Commercial Sales, LLC; (e) the City of Tampa, the County of Hillsborough and their various agencies, departments and subdivisions; (f) the ticket manufacturer or provider of this ticket; (g) the Facilities and the owners and operators thereof and all local or state governmental bodies associated with the Facilities; and (h) all past, present, and future parents, affiliates, successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, and independent contractors of such entities (subsections (a) through (h), collectively, the "**Released Parties**"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of Holder's participation in, attendance at, and/or observation of the Event and/or resulting from the negligence of any of the Released Parties. Holder hereby WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE the Released Parties from and against any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may arise by reason of Holder's participation and/or presence at the Event. Holder further releases the Released Parties from and against any and all claims which Holder has or may have for invasion of privacy, defamation, violation of any right of publicity, right of privacy, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs, and/or materials in which recordings or photographs of Holder from the Event appear.
16. **BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, HOLDER IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 17. IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE EVENT, HOLDER IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE EVENT WITH THE MINOR(S) OR NOT ENTER THE FACILITY.**
- 18. Holder shall indemnify, defend, and hold harmless the Released Parties from and against any and all demands, suits, claims, costs (including reasonable attorneys' fees and expenses), expenses, and liability arising out of, incidental to or related in any way to: (a) Holder's attendance at, observation of, and/or participation in the Event; (b) Holder's acts or omissions; or (c) Holder's breach of any of the terms, conditions, or representations made in the Agreement.**

DISPUTE RESOLUTION

- 19.** Management cares deeply about maintaining good relationships with fans and is committed to working with you to reach a reasonable resolution if you have a problem with your ticket or the Event; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Management relating to this Agreement, your ticket or the Event, you acknowledge and agree that you will first give Management an opportunity to resolve your problem or dispute. Accordingly, you agree that, if a dispute arises between you and Management, you will first contact customer service to describe the problem and seek a resolution. You then agree to negotiate with Management in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days, then you and Management agree to the following methods to resolve any dispute or claim between us. First, you agree that this Agreement is governed by the law of the State of Florida, without regard to its principles on conflicts of laws, and the federal law of the United States of America. Second, you agree that you will seek arbitration in accordance with the Arbitration Agreement below.

MANDATORY ARBITRATION AGREEMENT & CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

- 20.** ANY DISPUTE, CLAIM, CONTROVERSY, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR BREACH THEREOF, OR THE EVENT, THAT IS NOT RESOLVED INFORMALLY, INCLUDING, BUT NOT LIMITED TO, TORT CLAIMS OF ANY KIND, STATUTORY CLAIMS OF ANY KIND OR ANY OTHER CLAIMS FOR RELIEF UNDER ANY OTHER LEGAL THEORIES, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL BE HELD IN TAMPA, FLORIDA. THE PREVAILING PARTY IN ALL SUCH ARBITRATIONS SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS FROM THE OTHER PARTY. EACH PARTY WAIVES THE RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHTS TO PARTICIPATE IN ANY CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING, WITH RESPECT TO ALL CLAIMS HEREUNDER. IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE EVENT, HOLDER IS DEEMED TO HAVE AGREED TO THIS ARBITRATION AGREEMENT ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE HOLDER MUST LEAVE THE EVENT IMMEDIATELY OR NOT ENTER THE FACILITY. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO MAKE SUCH AGREEMENT ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE EVENT WITH THE MINOR(S) OR NOT ENTER THE FACILITY.

COVID-19 AND OTHER INFECTIOUS AND/OR COMMUNICABLE DISEASES, VIRUSES, BACTERIA, OR ILLNESS

- 21.** This section is an acknowledgement and express assumption of risk and release of liability in any way related to or arising from being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, 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 (collectively, “**Communicable Disease**”) in and around any part of the ice rink, arena, or surrounding grounds or parking areas, to which the ticket provides access, including without limitation the Facility. By holding this ticket, you are acknowledging and confirming on your behalf, and on behalf of any individual who uses this ticket (including any minor children), both now and in the future, that you understand and expressly assume the risk that you may be exposed to COVID-19 or other Communicable Disease. You expressly understand that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that you will not be exposed, and that as such, potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in your decision to use the ticket that cannot be eliminated. You further acknowledge and understand that, if infected with COVID-19 or other Communicable Disease, you may infect others you subsequently come in contact with, even if you are not experiencing or displaying any symptoms of illness, and that the risk of spreading COVID-19 or other Communicable Disease to others remains at all times.
- 22. Fan Health Promise:** Accordingly, you further agree that you will not utilize this ticket, or knowingly allow another person to utilize the ticket, if within fourteen (14) days preceding the Event, you or the individual using the ticket has:
- a. tested positive or presumptively positive for COVID-19 or other Communicable Disease or been identified as a potential carrier of COVID-19 or other Communicable Disease; OR
 - b. experienced any symptoms commonly associated with COVID-19 or other Communicable Disease; OR
 - c. traveled to a country that is subject to a U.S. State Department Level 4 “Do Not Travel” health advisory or a CDC Level 3 Travel Health Notice (each, a “**Prohibited Country**”); OR
 - d. traveled from any area that requires a mandatory quarantine pursuant to a directive of the Governor of Florida and/or applicable local government due to COVID-19 (each, a “**Quarantine Area**”); OR
 - e. been in direct contact with or the immediate vicinity of (collectively, the “**Encounter**”) any person who is either confirmed or suspected of being infected with COVID-19 or other Communicable Disease or who has travelled to/from a Prohibited Country or Quarantine Area within the fourteen (14) days preceding the Encounter.
- 23.** You agree that this section is intended to be a binding and full waiver of claims and release of liability with respect to any controversy, claim or dispute that may arise out of or during use of this ticket that is related to exposure to or the contraction of COVID-19 or other Communicable Disease.

- 24. SPECIFICALLY, YOU AGREE THAT YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE THE RELEASEES (DEFINED BELOW) WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE FOLLOWING YOUR USE OF THE TICKET, OR DURING YOUR PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASEES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASEES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING ANY VENUE DURING ANY COMMUNICABLE DISEASE EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF USING TICKETS AND/OR AS A RESULT OF THEM BEING EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY YOU. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT IT IS YOUR INTENTION THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS BEING ENTERED BY YOU ON YOUR OWN BEHALF, AS SET FORTH ABOVE, AND ALSO ON BEHALF OF ANY OTHER INDIVIDUAL WHO USES A TICKET. The "Releasees" shall include (a) the Released Parties noted above, and every director, officer, owner, stockholder, trustee, partner, employee, agent, independent contractor and consultant of the Released Parties and the respective related entities and members of each of the foregoing; (b) the Event sponsors, contractors, vendors, operators, agencies and advertisers of the Released Parties; (c) licensees, and retail, concession, broadcast and media partners of the Released Parties; (d) press and other media; (e) vendors that may provide testing or medical services; (f) entities and individuals providing accommodation and transportation to or from the Facilities; (g) other entities and individuals who enter the Facilities; and (h) the respective parent, subsidiary, affiliated and related companies and officers, directors, employees, agents, licensees, contractors, sub-contractors, insurers, representatives, successors, and assigns of each of the foregoing entities and persons.**
- 25. [FOR CALIFORNIA RESIDENTS] YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES 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."**
- 26.** This acknowledgement and express assumption of risk, waiver of claims, and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.
- 27.** In order to protect the health and safety of Holder and all others, Holder must comply with all Management and Facility policies, all policies of the Centers for Disease Control and Prevention, and all laws and policies of all applicable federal, state and city authorities, in each case respecting COVID-19 and other Communicable Disease. Management and its designees have the right to deny admission to or eject any person who Management or such designees determines, in its sole discretion, poses a risk to the health or safety of others and/or whose conduct violates these terms.

28. Holder consents to health screenings and other precautions related to COVID-19 and other Communicable Disease that may be required as a condition for use of this ticket, including all precautions required by Management while at the ice rink, arena, or surrounding grounds or parking areas, and including without limitation the Facility, such as, but not limited to, distancing requirements and the wearing of masks in designated areas.