

COVID-19 SPECTATOR RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. THIS EVENT ATTENDEE RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS “RELEASE”) HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.

In consideration to being permitted to attend the event and to enter and remain at Dick’s Sporting Goods Park, including all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas as applicable (the “**Venue**”), the individual agreeing to this Release for himself/herself as an event attendee, and/or on behalf of his/her child(ren) or ward(s) as an event attendee, as applicable (the “**Entrant**”), hereby acknowledges and agrees as follows:

Entrant fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “**COVID-19**”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the event can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Entrant fully understands and knowingly and voluntarily assumes all risks related to traveling to and from the Venue, which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death, which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). Entrant accept personal responsibility for any and all damages, liability, and other losses that Entrant may incur in connection with the foregoing risks.

Entrant hereby forever releases and discharges, and covenants not to sue, the Venue, Kroenke Sports & Entertainment, LLC and each of their parent, subsidiary and affiliated entities, including specifically but without limitation, Altitude Sports & Entertainment, the Colorado Avalanche, Colorado Mammoth, Colorado Rapids, and Denver Nuggets; Major League Soccer and Soccer United Marketing, LLC, National Basketball Association, National Hockey League, National Lacrosse League and each of their member teams; and each of their respective employees, governors, alternate governors, agents, partners, shareholders, directors, owners, members, representatives, officers, attorneys, vendors, contractors, sponsors, affiliates, players, licensees and assigns (collectively, the “**Released Parties**”) from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of related to or arising from exposure to or contracting COVID-19 or any other infectious disease or illness while attending the event, in equity or a law, which the Entrant may now have, or may or could or shall hereafter have against the Released Parties, whether known or unknown, suspected or unsuspected asserted or not asserted, including but not limited to claims arising out of or in connection with the Undersigned’s death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which the Entrant or may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (a) exposure to COVID-19 before, during or after the event or activities ancillary to the event, (b) travel to and from, entry into, or presence within, the Venue or compliance with the Venue protocols or any other policies applicable to the Venue, or (c) any interaction between the Entrant and any personnel of any of the Released Parties present at the Venue (including without limitation, any ushers, ticket-takers, event security, health and safety personnel, or cleaning, concessions, or parking personnel), and in each case, whether caused by any action, inaction or negligence of any of the Released Parties or otherwise (herein, the “**Released Claims**”).

The Entrant understands, acknowledges and accepts the possibility that the Entrant or his/her successors may not now fully know the number or magnitude of all the Released Claims, but nevertheless intends to assume the risk by releasing such unknown claims, and agrees that this Release is a full and final release and waiver of all the Released Claims. The Entrant understands, acknowledges and accepts that this Release is intended to be binding on the Undersigned, the Undersigned's family, estate, heirs, executors, administrators and assigns. This Release is the complete agreement between the Entrant and the Released Parties and supersedes all prior agreements or understandings, written or oral. This Release may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

The Entrant agrees that (a) any current or future claim, action, or proceeding between the Entrant and any of the Released Parties arising out of or relating to this Release, or Entrant's presence at the Venue (collectively, the "Claims"), must be submitted for confidential, final, and binding arbitration to Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to the Federal Arbitration Act ("FAA"); (b) the FAA is applicable because Major League Soccer is engaged in transactions involving interstate commerce; (c) the arbitration shall proceed before a single arbitrator; (d) the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures; (e) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause, shall be delegated to the arbitrator selected pursuant to this provision; (f) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (g) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (h) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (i) any arbitration conducted pursuant to this Release shall take place in Denver, Colorado.

The Entrant agrees that any claim arising out of or relating to this Release or presence at the Venue must be pursued on an individual basis only. The Entrant hereby waives his/her right to commence, or be a party to, any class or collective claims against the Released Parties.

The Entrant acknowledges that he/she has carefully read this Release, fully understands its contents and the fact that he/she is giving up certain legal rights and agrees to its terms, is over the age of 18 and is accepting the terms of this Release voluntarily and under no duress, coercion or undue influence, or threat of the same. This Release shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to the principles of conflict of laws. The Entrant intends for and agrees that this Release should be construed broadly to provide a release, indemnification and waiver to the maximum extent allowed by law. Each of the paragraphs contained in this Release shall be enforceable independently of every other paragraph in this Release, and the invalidity or non-enforceability of any paragraph shall not invalidate any other paragraph contained in this Release.

**** If the event attendee is under the age of 18 years old, the parent or legal guardian of the event attendee is deemed to have accepted this Release on his/her minor child's behalf upon the event attendee's entrance into the Venue.**