

## **Rhode Island FC – Ticket Terms and Spectator Waiver**

**IMPORTANT: READ THESE TERMS, IN PARTICULAR, THE MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION SECTIONS HEREIN, CAREFULLY BEFORE ACCEPTING. THESE TERMS AND CONDITIONS HAVE LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND THAT WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

### **TICKET TERMS**

This ticket to a Rhode Island FC match is a revocable license that only grants the ticketholder a one-time entry to Beirne Stadium, all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas and facilities (collectively, the “**Stadium**”) and a spectator seat, or standing room, for the game specified on the ticket (the “**Event**”). Re-entry to the Stadium is prohibited. **Dates and times of the Event are subject to change or cancellation.** In the event that the date and/or time of the Event is changed, the term "Event" as used herein shall mean the game played at the newly-specified date and time. The holder of the ticket, and if the holder is under the age of eighteen (18), holder’s parent or legal guardian for themselves and on behalf of the holder (collectively, the “**Holder**”), agrees that: admission to the Event is contingent on Holder’s agreement to these Ticket Terms, the Stadium code of conduct, and the Spectator Waiver below (collectively, the “**Terms**”). By using this ticket to enter the Stadium, Holder is deemed to have read the Terms and agreed to be bound by them with the same force and effect as if Holder signed these Terms. Failure to comply with any of the Terms shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle Management to pursue all additional legal remedies available to it. Admission may be refused or withdrawn or Holder ejected at the sole discretion of the Stadium, USL Pro, LLC and its affiliates (“**USL**”) or Rhode Island FC and its affiliates (the “**Club**” and, collectively with the Stadium and USL, “**Management**”).

**ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES WILL BE PROVIDED EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY IF ADMISSION IS REFUSED OR REVOKED, OR THE EVENT IS CANCELLED AND NOT RESCHEDULED FOR ANY REASON, IS A CREDIT OR REFUND (AS DETERMINED BY CLUB) OF UP TO THE TICKET PRICE SET BY MANAGEMENT (THE “FACE VALUE”), UNLESS OTHERWISE EXPRESSLY PROVIDED BELOW. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET.**

**MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION: ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. HOLDER AND MANAGEMENT EACH AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE ANY SUCH DISPUTE OR CLAIM IN ANY COURT, WHETHER AS AN INDIVIDUAL, CLASS, OR COLLECTIVE CLAIM, AND WAIVES ANY RIGHT TO ARBITRATE ANY SUCH DISPUTE OR CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

**SHOULD ANY CURRENT OR FUTURE DISPUTE, CLAIM OR CAUSE OF ACTION RELATED TO THIS TICKET OR THE EVENT ARISE BETWEEN THE HOLDER AND PERSON OR PARTY INCLUDED WITHIN THE DEFINITION OF MANAGEMENT (“IMPACTED PERSON”), THE HOLDER SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A “DISPUTE NOTICE”) TO THE CLUB AT: RHODE ISLAND FC, 175 MAIN STREET, PAWTUCKET, RI 02860, ATTENTION: LEGAL DEPARTMENT. THE HOLDER AND THE IMPACTED PERSON AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 30 DAYS (THE “NEGOTIATION PERIOD”) FOLLOWING THE CLUB’S RECEIPT OF THE DISPUTE NOTICE. IF THE HOLDER AND IMPACTED PERSON 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 PROVIDENCE, RHODE ISLAND CONDUCTED BY THE JUDICIAL ARBITRATION MEDIATION SERVICES, INC. (“JAMS”) IN ACCORDANCE WITH THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES EFFECTIVE JUNE 1, 2021. ANY AND ALL ISSUES RELATING OR PERTAINING TO ARBITRATION OR THIS ARBITRATION CLAUSE, INCLUDING BUT NOT LIMITED TO THE ENFORCEABILITY OR VALIDITY OF THIS ARBITRATION CLAUSE, SHALL BE DELEGATED TO THE ARBITRATOR SELECTED PURSUANT TO THIS PROVISION.**

Holder and Holder's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of the Management. Holder consents to such searches and waives any and all claims relating to them. If Holder does not consent to such searches, Holder will be denied entry or ejected from the Stadium without refund. Further, Management reserves the right to refuse admission to or eject any person whose conduct, in Management’s sole discretion, violates these Terms or any applicable code of conduct implemented by Management, violates any applicable federal or state law or local order, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to Holder of the Face Value shall automatically terminate Holder’s rights hereunder.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the Event for any commercial, non-personal purpose. Holder agrees not to create, transmit, display, distribute, exploit or sell (or aid in such activity) any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the “**Works**”). Notwithstanding the foregoing, Holder agrees that by using this ticket to enter the Stadium, Holder shall be deemed to have signed this ticket and granted USL and the Club an exclusive, worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to USL and the Club (and each of their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Holder’s image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the Event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

**HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS** arising from or relating in any way to the Event, whether occurring before, during, or after the Event, including, without limitation, the risk of contracting a communicable disease or illness (including exposure to a bacteria,

virus or other pathogen capable of causing a communicable disease or illness), the risk of physical injury or death, however caused, whether by players, by other people or by objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen or damaged property. Holder hereby waives all claims and potential claims relating to such risks, hazards and dangers.

Management is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of this ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of this ticket is strictly prohibited and may result in seizure, revocation and/or forfeiture of this license without refund or compensation. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Club.

**COVID-19 HEALTH PROMISE.** In order to help mitigate the risk of transmission of the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) and other contagious illnesses, Holder agrees that Holder will not attend any Event if on the day of such Event, any local, state/provincial or federal (including, without limitation, Centers for Disease Control and Prevention (CDC) regulations applicable to the jurisdiction of the Event require or recommend isolation or quarantine based on test results, symptoms of COVID-19, close contact exposure, or a travel advisory. Holder acknowledges that applicable regulations regarding COVID-19 quarantine and isolation requirements may change from time to time and Holder shall review and comply with such requirements prior to attending the Event.

**SAFETY REQUIREMENTS.** This ticket and the Holder’s admission to the Stadium are subject to all safety and health requirements and policies put in place by Management, including potential requirements relating to face masks and enhanced health screenings (which may include a requirement that the Holder, and any person in the Holder’s party, be tested for COVID-19 prior to or during the Event). Such policies and requirements as they may be updated from time to time (in the sole determination of the Management) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Management personnel or signage in or around the Stadium, are collectively referred to below as the “**Safety Requirements.**” The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance. If any provision or part of the foregoing terms 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 these terms and conditions remain valid and binding.

#### **ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (“SPECTATOR WAIVER”)**

**PLEASE READ THIS ARBITRATION AND RELEASE OF WAIVER OF LIABILITY AGREEMENT (THIS “AGREEMENT”) COMPLETELY AND CAREFULLY BEFORE AGREEING TO THE TERMS HEREIN. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL**

**ACTIONS. THIS AGREEMENT INCLUDES A BINDING ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.**

**IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF AN INDIVIDUAL UNDER THE AGE OF EIGHTEEN (18) (“MINOR”), YOU ARE AGREEING TO LET THE MINOR ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY; THAT, EVEN IF THE RELEASED PARTIES (AS DEFINED HEREIN) 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 CLUB AND STADIUM HAVE THE RIGHT TO REFUSE TO LET YOU OR THE MINOR PARTICIPATE IN THE ACTIVITY.**

In consideration of being permitted to enter and remain at Beirne Stadium, all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas and facilities (collectively, the “**Stadium**”) for a home game or other event of Rhode Island FC (the “**Club**”), I, and if I am under the age of eighteen (18), my parent or legal guardian for themselves and on my behalf, on behalf of myself and my heirs, assigns, executors, administrators, next of kin, (collectively, “**Related Persons**”), hereby acknowledge and agree as follows:

- 1. Acknowledgement of COVID-19 and Other Risks.** I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the Club, Bryant University, and each of their affiliated entities, and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the “**Stadium Protocols**”) can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities: (i) people with certain underlying medical conditions are or may be especially vulnerable; and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO MY ENTRY INTO, AND PRESENCE IN, THE STADIUM, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASED PARTIES (AS DEFINED BELOW), OR OTHER THIRD PARTIES. I ACCEPT PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES

THAT I OR ANY OF MY RELATED PERSONS MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.

**2. Release, Waiver of Liability, and Covenant Not to Sue.**

**(A) ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MY EXPOSURE TO COVID-19; (II) MY TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE STADIUM OR COMPLIANCE WITH THE STADIUM PROTOCOLS OR ANY OTHER POLICIES OR PROTOCOLS APPLICABLE TO THE STADIUM; (III) ANY INTERACTION BETWEEN ME AND ANY PERSONNEL OF ANY OF THE RELEASED PARTIES PRESENT AT THE STADIUM (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN SECTION 1, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.**

**(B) FOR THE PURPOSES HEREOF, THE “RELEASED PARTIES” ARE: (I) RI FC OZ, LLC, TIDEWATER STADIUM, LLC, BRYANT UNIVERSITY, USL PRO, LLC (“USL”), EACH USL TEAM, AND EACH OF THE FOREGOING PARTIES’ 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; (II) THE DIRECT AND INDIRECT OWNERS, LESSEES, AND SUBLESSEES OF THE STADIUM AND/OR STADIUM PROPERTY; (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. Governing Law.** I agree that this Agreement shall be governed by the laws of the State of Rhode Island, without regard to choice of law principles.
- 5. MANDATORY BINDING ARBITRATION AGREEMENT: I AGREE THAT ANY CURRENT OR FUTURE DISPUTE, CLAIM, ACTION, OR PROCEEDING RELATED TO, OR ARISING FROM, THIS AGREEMENT OR MY PRESENCE AT THE STADIUM (COLLECTIVELY, THE "CLAIMS") SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. I, ON BEHALF OF MYSELF AND MY RELATED PERSONS, AND THE RELEASED PARTIES EACH AGREE THAT ALL CLAIMS SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE ANY SUCH DISPUTE OR CLAIM IN ANY COURT, WHETHER AS AN INDIVIDUAL, CLASS, OR COLLECTIVE CLAIM, AND WAIVES ANY RIGHT TO ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF I, OR ANY OF MY RELATED PERSONS, DO NOT CONSENT TO THIS CLAUSE, I MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

**SHOULD ANY CURRENT OR FUTURE CLAIMS ARISE BETWEEN ME AND THE CLUB, USL, OR STADIUM, I SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A "DISPUTE NOTICE") TO THE CLUB AT: RHODE ISLAND FC, 175 MAIN STREET, PAWTUCKET, RI 02860, ATTENTION: LEGAL DEPARTMENT. I AND THE CLUB, USL AND/OR STADIUM AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE CLAIM FOR AT LEAST 30 DAYS (THE "NEGOTIATION PERIOD") FOLLOWING CLUB'S RECEIPT OF THE DISPUTE NOTICE. IF I AND THE CLUB, USL AND/OR STADIUM CANNOT RESOLVE THE CLAIM WITHIN THE NEGOTIATION PERIOD, I UNDERSTAND THAT THE CLAIM SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN PROVIDENCE, RHODE ISLAND CONDUCTED BY THE JUDICIAL ARBITRATION MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES EFFECTIVE JUNE 1, 2021. I AGREE THAT ANY AND ALL ISSUES RELATING OR PERTAINING TO ARBITRATION OR THIS ARBITRATION CLAUSE, INCLUDING BUT NOT LIMITED TO THE**

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

6. **WAIVER OF CLASS ACTION**. I agree that all Claims described in Section 5 must be arbitrated on an individual basis only. I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.
7. **Severability**. I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.
8. **Term**. This Agreement is perpetual in nature and applies to all activities and events at the Stadium for which I am present for or participate in, and all Claims arising therefrom.

I HAVE CAREFULLY READ AND VOLUNTARILY ACCEPT THIS AGREEMENT, its terms and I am aware of its legal consequences, including that I am hereby giving up substantial legal rights. I understand that I will not be able to sue the Released Parties if I suffer any illness, injury, or death for any reason due to the exposure of COVID-19; and I understand that it is a material inducement for my admission to and continued presence at the Stadium and that the Club 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 the Club or any other Released Party.