

ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

IN CONSIDERATION of being permitted to enter and remain at **Toyota Stadium**, including all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas (collectively, the "**Stadium**") for a home game or other event of FC Dallas, I, on behalf of myself and my heirs, assigns, executors, administrators, next of kin, and other persons acting or purporting to act on my or their behalf (collectively, "**Related Persons**"), hereby acknowledge and agree as follows:

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

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

(B) FOR THE PURPOSES HEREOF, THE "RELEASED PARTIES" ARE: (I) MAJOR LEAGUE SOCCER, L.L.C. AND ITS AFFILIATES ("MLS"), SOCCER UNITED MARKETING, LLC ("SUM"), THE MEMBERS OF MLS AND EACH OF THE MLS TEAMS OPERATED BY THEM, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, MEMBERS, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS, INVITEES, AND CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), AND OTHER PERSONNEL (COLLECTIVELY, INCLUDING MLS, SUM, AND THE TEAM ENTITIES, THE "MLS PARTIES"); (II) THE DIRECT AND INDIRECT OWNERS, LESSEES, AND SUBLESSEES OF THE STADIUM; (III) CONCESSIONAIRES, MERCHANDISERS, OTHER VENDORS, AND ALL OTHER CONTRACTORS PERFORMING

SERVICES AT THE STADIUM; (IV) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE STADIUM (INCLUDING, WITHOUT LIMITATION, MEDICAL PERSONNEL); AND (V) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES, AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

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

4. **Arbitration Agreement.** I agree that (a) any current or future claim, action, or proceeding between me and any of the Released Parties arising out of or relating to this Agreement, or my presence at the Stadium (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 the MLS Parties are 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 Agreement shall take place in Collin County, Texas.

5. **Class Action Waiver.** I agree that all claims described in Section 4 must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

6. **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.

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