

## TORONTO ARGONAUTS TICKET TERMS

### NO REFUNDS OR EXCHANGES.

**NOTICE:** By using this ticket, you, on behalf of yourself and any minor accompanying you (individually and collectively, "**Ticketholder(s)**"), agree to all of the terms hereof and the waiver attached hereto as Schedule A and found at <https://www.argonauts.ca/waiver-release/> (collectively, the "**Terms**"); and by using this ticket to enter the BMO Field ("**Stadium**"), Ticketholder(s) are deemed to have read the Terms and agreed to be bound by them. This ticket is a revocable licence and BMO Field (the "**Stadium**"), Toronto Argonauts, Maple Leaf Sports & Entertainment Partnership ("**MLSE**"), Argonauts Holdings Limited Partnership ("**AHLP**"), and Canadian Football League ("**CFL**") (collectively, "**Management**"), reserve the right, without the refund of any portion of the ticket purchase price, to refuse admission to or eject any person: whose conduct is deemed by Management to violate any Management code of conduct (posted in or about the Stadium or online); whose conduct fails to comply with any applicable rules, laws, or these Terms; or whose conduct is deemed to be disorderly. You agree to comply with all Stadium health and safety rules, including but not limited to those intended to prevent and/or control the spread of communicable diseases through personal precautions, social distancing measures, and/or contact tracing. Inappropriate behaviour and/or abusive language may result in ejection (without refund), arrest, forfeiture of season ticket privileges, and other legal action. Refund to Ticketholder(s) of the face value of the ticket (as determined by Management) shall automatically terminate Ticketholder's rights hereunder. **The Ticketholder(s) voluntarily assumes all risks of property loss and personal injury incident to the Event (as defined below), 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, other people, or objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen, or damaged property. Ticketholder(s) hereby waives all claims and potential claims relating to such risks, hazards, and dangers.** Ticketholder(s) and their belongings will be subject to search upon entering the Stadium, and prohibited items may be confiscated. The Ticketholder(s), by entering the search area at the Stadium entrance, consents to such searches, and, by tendering this ticket for entry, waives any claims against Management, other participating clubs, and their respective employees, affiliates, and agents related to or arising from such searches. Failure to consent to such searches will result in denial of entry into the Stadium. This ticket's barcode only allows one entry per scan and cannot be used for re-entry once initially scanned. This ticket cannot be replaced if lost, stolen, or destroyed, and is valid only for the seat and event for which it is issued (the "**Event**"). This ticket is not redeemable for cash. Unlawful resale or unlawful attempted resale of this ticket is grounds for seizure or cancellation without refund or compensation. This ticket may not be used for advertising, promotional (including contests and sweepstakes), or other trade purposes, without the express written consent of AHLP. Tickets obtained from unauthorized sources may be lost, stolen, or counterfeit, and if so, are void. This ticket may not be duplicated. If duplicate copies of this ticket appear, the Stadium, MLSE, and/or AHLP reserve the right to refuse entry to all such Ticketholder(s). **Dates and times of the Event are subject to change.** If the Event is cancelled or rescheduled, except as provided by law, Management shall not issue a refund; provided you are given the right, within twelve (12) months of the Event, to attend a rescheduled performance of the same event or to exchange this ticket for a ticket comparable in price and location to another similar event as designated by Management. Purchase of season tickets does not entitle Ticketholder(s) to renewal in a subsequent year. If the Ticketholder(s) is ejected from a game, the Ticketholder(s) will not receive any refund of the ticket value. **IN NO EVENT SHALL THE CLUB, MLSE, OR CFL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, A TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. TICKETHOLDER(S), THE CLUB, AND MLSE AGREE THAT ALL TICKET DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. THIS CLAUSE IS GOVERNED BY THE ARBITRATION ACT OF THE PROVINCE OF ONTARIO.**

You agree not to transmit, distribute, or sell (or aid in transmitting, distributing, or selling) in any media now or hereafter existing, any description, account, picture, video, audio, or other form of reproduction of the Event or any Event-related activities. You grant permission to Management (including their respective affiliates, employees, officers, directors, members, partners, owners, sponsors, agents, licensees, advertisers, independent contractors, or representatives) to utilize your image, voice, likeness, actions, and statements, in perpetuity, in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the Event in any medium or context for any purpose, including commercial or promotional purposes, without further authorization from or compensation to you, and you waive all claims and potential claims relating to such use unless prohibited by law.

**WARNING! OBJECTS AND PEOPLE MAY ENTER THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR (INCLUDING DEATH). STAY ALERT AT ALL TIMES INCLUDING DURING WARM-UP, DURING PLAY, AND AFTER PLAY STOPS. IF STRUCK OR INJURED, IMMEDIATELY CONTACT AN USHER. BY ATTENDING THE EVENT, YOU VOLUNTARILY ASSUME ALL RISKS AND DANGER OF PERSONAL INJURY AND ALL OTHER HAZARDS ARISING FROM OR RELATING IN ANY WAY TO THE EVENT, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE EVENT INCLUDING, SPECIFICALLY (BUT NOT EXCLUSIVELY), THE DANGER OF BEING INJURED BY BALLS, PLAYERS, AND OTHER PEOPLE/OBJECTS, AS WELL AS THE RISK OF CONTRACTING A COMMUNICABLE DISEASE OR ILLNESS, INCLUDING THE CORONAVIRUS SARS-COV-2 OR ANY VARIATION OR MUTATION THEREOF, AND INCLUDING EXPOSURE TO A BACTERIA, VIRUS, OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS, ALL OF WHICH MAY BE EXTREMELY CONTAGIOUS AND MAY BE SPREAD FROM PERSON-TO-PERSON CONTACT. YOU HEREBY WAIVE ALL CLAIMS AND POTENTIAL CLAIMS RELATING TO SUCH RISKS, HAZARDS, AND DANGERS. YOU AGREE THAT STADIUM, MANAGEMENT, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THE CITY OF TORONTO, AND THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, OWNERS, SPONSORS, AGENTS, INDEPENDENT CONTRACTORS, OR REPRESENTATIVES ARE EXPRESSLY RELEASED BY YOU FROM CLAIMS, LIABILITY, COSTS, EXPENSES, DAMAGES, OR LOSSES (WHETHER DIRECT OR CONSEQUENTIAL AND WHETHER ARISING FROM**

NEGLIGENCE, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH THE EVENT OR THE STADIUM OR ANY SERVICE PROVIDED OR ANYTHING SOLD AT THE STADIUM.

If any provision or part of these Terms and conditions 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.

## SCHEDULE A

### RELEASE AND WAIVER OF LIABILITY AGREEMENT

**PLEASE READ CAREFULLY. THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "AGREEMENT") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.**

IN CONSIDERATION of being permitted to enter and remain at **BMO Field**, including all surrounding parking areas, pedestrian plazas, entryways, and other ancillary areas (collectively, the "**Stadium**") for a home game or other event of Toronto Argonauts, 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 Communicable Diseases and Other Risks.** I fully understand that (a) there is an inherent risk of exposure to communicable diseases or illnesses, including the coronavirus SARS-CoV-2 or any mutation, adaptation, or variation thereof (collectively, "**COVID-19**"), including exposure to a bacteria, virus, or other pathogen capable of causing a communicable disease or illness (collectively, "**Communicable Diseases**"), in any place where people are present and that such Communicable Diseases may be extremely contagious and may lead to severe illness and death; (b) no precautions, including the protocols that will be implemented from time to time by Maple Leaf Sports & Entertainment Partnership and Argonauts Holdings Limited Partnership (collectively, the "**Team Entities**") and/or third parties (including, but not limited to, federal, provincial, and municipal 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 Communicable Diseases, 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 a Communicable Disease increases steadily 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 A 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) CANADIAN FOOTBALL LEAGUE AND ITS AFFILIATES ("**CFL**"), THE TEAM ENTITIES, AND EACH OF THE CFL TEAMS, 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 CFL AND THE TEAM ENTITIES, THE "**CFL 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 Province of Ontario, without regard to choice of law principles.

4. **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.

5. **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 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 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 CFL 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 CFL Parties or other Released Parties.