

## **BMO FIELD EVENT 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, including the waiver attached hereto as Schedule A and found at <https://www.bmofield.com/waiver-release> (collectively, the “**Terms**”). Additionally, by using this ticket to enter or attempt to enter BMO Field (the “**Stadium**”), Ticketholder(s) are deemed to have read the Terms and agreed to be bound by them.

The Ticketholder(s) agrees that this ticket licence is also subject any additional terms and conditions established by Maple Leaf Sports & Entertainment Partnership and/or its affiliates (“**MLSE**”), any applicable league, any applicable event promoter (the “**Event Promoter**”), and/or the Stadium (collectively, all such additional terms, “**Supplemental Terms**”). For greater certainty, Supplemental Terms include the Stadium Code of Conduct (located at <https://www.mlse.com/legal/arena-code-of-conduct>), the Safety Requirements (defined below), and such other terms located at <https://www.bmofield.com>. By acceptance and/or use of this ticket and/or entering (or seeking entry into) the Stadium, the Ticketholder(s) is deemed to have read the Supplemental Terms and agreed to be bound by them.

This ticket is a revocable licence and the Event Promoter of the Event (as defined below) and MLSE (“**MLSE**”, and collectively with the Event Promoter, “**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: (i) is deemed by Management to violate any Management or Stadium code of conduct; (ii) fails to comply with any applicable rules, laws, these Terms, or the Supplemental Terms; or (iii) is deemed to be disorderly. Ticketholder(s) agree to comply with all Stadium rules and regulations, including but not limited to health and safety rules. 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)’s rights hereunder.

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/teams, and their respective employees, affiliates, and agents related to or arising from such searches. Failure to allow 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 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 the Event Promoter and MLSE. 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 the Event Promoter 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.

Ticketholder(s) agrees 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.

Ticketholder(s) grants irrevocable permission to Management (including their respective affiliates, employees, officers, directors, members, partners, owners, sponsors, agents, licensees, advertisers, independent contractors, or representatives) to use, publish, edit, and alter your image, likeness, voice, 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 (COLLECTIVELY “**COVID-19**”), AND INCLUDING EXPOSURE TO A BACTERIA, VIRUS, OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS, ALL 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, MLSE, EVENT PROMOTER, THE BANK OF MONTREAL, 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 (“**RELEASED PARTIES**”) 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, THE STADIUM, ANY SERVICE PROVIDED IN CONNECTION WITH THE EVENT, OR ANYTHING SOLD AT THE STADIUM. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.

**Health and Safety Policies.** This ticket and the Ticketholder(s)'s admission to the Stadium are subject to all health and safety requirements and policies of the Stadium, including those relating to COVID-19, which may be put in place by MLSE, the Board of Governors of Exhibition Place, or the City of Toronto from time to time and as may be communicated to the Ticketholder(s) prior to or during the Event (the "**Safety Requirements**"). The Ticketholder(s) acknowledges and agrees to comply with the Safety Requirements and acknowledges and agrees that attendance at the Event is conditioned on such compliance.

THE TICKETHOLDER(S) EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19.

If any provision or part of these Terms or the Supplemental 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 the Supplemental Terms 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 an event hosted at BMO Field, 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 variation or mutation 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 the promoter of the Event (the “**Event Promoter**”) (collectively, the “**Venue Entities**”) and/or third parties (including, but not limited to, federal, provincial, or 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) VENUE ENTITIES, 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; (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 and potential 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 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 Venue Entities and 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 Venue Entities or other Released Parties.