

## 2020-2021 Regular Season Ticketback Terms

Tickets to Denver Broncos games at Empower Field at Mile High are revocable licenses that only grant a one-time entry into the stadium and a seat, or if specified on the ticket, a standing location, for the specified game (the “Event”) with no right of re-entry. **The person seeking entry pursuant to such license, and any accompanying minors (“Holder”), agrees that such ticket license is subject to these terms and conditions (“Terms”) and by acceptance and/or use of such ticket for the Event, Holder is deemed to have read the Terms and agreed to be bound by them.** Failure to comply with any of these Terms shall result in forfeiture of such license and all rights arising under it without refund, and shall entitle the NFL, the **Denver Broncos** and/or the Stadium Management Company (individually or collectively, “Management”) to pursue all legal remedies available. Admission may be refused or revoked and Holder may be ejected in the sole discretion of Management.

**ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked, stadium capacity limitations result in Holder’s ticket(s) being cancelled, or the Event is cancelled and not replayed for any reason, is a refund of up to the face value of the ticket set by Management (“Face Value”).** Further, Management’s liability for any breach of any term of this ticket shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET OR THE GAME SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN DENVER. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE OR ARBITRATE ANY 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.**

The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle Holder to a refund or any other remedy if Holder cannot attend or for any other reason. Holder may be relocated in the sole discretion of Management, and no such relocation shall entitle Holder to a refund or any other remedy if Holder is relocated to a seat of comparable Face Value.

Holder must comply with all **Denver Broncos** and stadium policies, including without limitation any security and fan conduct policies, health and safety policies and assessments, and any applicable bag policies. Holder and Holder’s belongings may be searched or assessed prior to or upon entry into the stadium. **Prohibited items may be confiscated and Holder may be denied admission or have his or her admission revoked at any time at the sole discretion of Management.** Holder consents to such searches and assessments and waives all claims relating to them. If Holder does not consent to such searches and assessments, Holder acknowledges that Management has the right to deny admission or to eject Holder from the Event without refund. **Management reserves the right to deny admission to or eject any person who Management, in its sole discretion, determines poses a risk to the health and safety of other attendees or whose conduct violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund.**

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, the “Descriptive Data”) for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the “Works”) for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (the “Livestreams”). Notwithstanding the foregoing, Holder agrees that by causing his or her ticket to be scanned upon entry to the stadium, Holder shall be deemed to have signed the ticket and granted the NFL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and, to the extent permitted by law, the Descriptive Data. Holder also grants irrevocable permission to the NFL, the Denver Broncos and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, edit, modify and/or alter Holder’s image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, 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** incident to the Event and related events, including the risk of personal injury (including death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, sickness, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers. **BY ENTERING THE STADIUM AND STADIUM GROUNDS, HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND**

DEATH. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE.

Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Further, this ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the **Denver Broncos** and the NFL. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.

## **RELEASE, WAIVER & COVENANT NOT TO SUE**

On behalf of Holder and Holder's Related Persons (defined below), Holder releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described above, including without limitation any and all claims that arise out of or relate in any way to (i) Holder's exposure to COVID-19; (ii) Holder's entry into, or presence within or around, the Event (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or (iii) any interaction between Holder and any personnel of any of the Released Parties present at the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.
- "Released Parties" means: (i) Denver Broncos, Stadium Management Company, NFL Ventures, Inc., NFL Ventures, L.P., the National Football League and its other professional member clubs, and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and all employees of such contractors) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of Empower Field at Mile High and related stadium grounds (including, without limitation, parking areas and entry gates) ("Stadium"); (iii) all third parties performing services at the Stadium; and (iv) 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.

## **Fan Health Promise**

Stay-at-home: Holder agrees that neither Holder, nor anyone in Holder's party, will attend any Event if any one or more of the following is true on the day of such Event:

- Within the prior 14 days, Holder has (or any person in Holder's party or with whom Holder has close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
- Within the prior 48 hours, Holder has (or any person in Holder's party or with whom Holder has close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC);
- Within the prior 14 days, Holder has (or any person in Holder's party or with whom Holder has close contact has) travelled to any state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

Ticket Pod Integrity: To help maintain social distancing guidelines, Holder agrees that Holder will not sell, transfer or otherwise provide any of Holder's Event tickets to anyone other than family with whom Holder has been sheltering (or other trusted acquaintances), unless Holder is selling, transferring or otherwise providing all such tickets (i.e., Holder's full pod of tickets) to one party.

## **COVID-19 NOTICE**

Stadium Management Company, LLC ("SMC") has taken enhanced health and safety measures — for you, game participants, vendors, employees and other guests. An inherent risk of exposure to COVID-19 exists in any public place where people are

present, including EMPOWER Field at Mile High Stadium (the “Stadium”) and the event for which you are purchasing admission for yourself and all guests for whom you are purchasing admission (collectively, “Your Group”). Although SMC has taken these enhanced measures there are no guaranties that these enhanced measures will be effective at preventing infection. COVID-19 is an extremely contagious disease that can lead to severe illness and death. People who show no symptoms may spread COVID-19 if they are infected and, therefore, any event where people are present may pose a heightened risk of contracting COVID-19. If you or anyone in Your Group are considered a high-risk person as defined by the Centers for Disease Control and Prevention (CDC), you or Your Group may be especially vulnerable to COVID-19. You and Your Group should evaluate your own risk in determining whether to attend any public event including the event at the Stadium for which you are purchasing admission.

### **CONDITIONS OF ADMISSION**

As a condition of admission to this event at the Stadium you and Your Group will be required to abide by all current facility rules, posted instructions, and protocols while on premises or risk ejection, including the following, which may be periodically revised in accordance with public health guidance:

- Guests are required to wear face coverings at all times while at the Stadium or on the Stadium grounds (except while actively consuming food or beverages).
- Guests must maintain a distance of at least 6 feet between their travel party and others.
- Guests are reminded to wash their hands frequently with soap and water.
- For guests who may need an accommodation in order to comply with any facility rules or protocols, please contact our guest services team for further information.

### **WAIVER - ASSUMPTION OF RISK**

We appreciate your cooperation as we strive to make the guest experience as safe as possible for all. Although the enhanced measures set forth above taken by the facility are intended to help reduce the spread of COVID-19, we cannot guarantee you or other members of Your Group will not be exposed during your visit.

By purchasing tickets to or attending this event at the Stadium you acknowledge the risks above on behalf of yourself and Your Group. You also acknowledge notice of and agree, on behalf of yourself and Your Group, to follow all facility rules, posted instructions, and protocols. You also agree to notify Your Group of the instructions, protocols, risks and waivers disclosed here, those that may be made publicly available for the event, and those that may be conveyed prior to Your Group’s arrival.

You acknowledge and agree that you and Your Group are voluntarily assuming all risks of exposure to COVID-19 and you, on behalf of yourself and Your Group, **HEREBY AGREE TO RELEASE, WAIVE, AND DISCHARGE** the Stadium, its parent entities, and all related and affiliated individuals and entities, and all individuals and entities involved in the event at the Stadium that you are attending (including The Metropolitan Football Stadium District, SMC, PDB Sports, Ltd. (d/b/a the Denver Broncos Football Club), Bowlen Sports, Inc., the National Football League and each of their affiliated entities) from all claims directly or indirectly arising from your visit to the Stadium.

If you or anyone in Your Group fail to comply with the conditions as set forth above and are refused admission or removed from the Stadium, you will not be eligible for a refund.