

THIS TICKET IS A REVOCABLE LICENSE;
USER ACCEPTS RISK OF ILLNESS/INJURY; NO RE-ENTRY

By using this ticket, holder, on their behalf and on behalf of any minor (“Minor”) and any accompanying party for whom holder retains a ticket to attend the Event (defined below) (each of whom holder represents authorized holder to act on their behalf in accepting applicable Agreement terms) (with Minor, “Accompanying Parties”), agrees to the terms and conditions, including an **AGREEMENT TO ARBITRATE/CLASS ACTION WAIVER**, at <https://www.milb.com/san-jose/tickets/ticketback> (“Agreement”) and the Agreement summary below (Agreement controls if any conflict). Holder and Accompanying Parties are, collectively, “Holder”.

COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. HOLDER (1) ASSUMES ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (2) WILL COMPLY WITH HEALTH/SAFETY POLICIES OF CLUB AND HOST VENUE OWNER/OPERATOR.

Holder will comply with all San Jose Giants (“Club”) and host venue policies & protocols and all terms & conditions presented at purchase, including without limitation (i) health, safety, security & fan conduct policies; (ii) terms that mandate/prescribe the quantity of tickets, (iii) requirements regarding Accompanying Parties, and (iv) ticket resale/transfer terms.

Holder will not transmit/aid in transmitting photographs, images, videos, audio, livestreams or other accounts/descriptions (including play-by-play data) (whether text, data or visual), in any media, about the game/event or related attractions (collectively, “Event”). Holder consents to and waives compensation for use of their image or other personality rights and consents to security searches/screening. MLB Entities (defined below) reserve the right to revoke this license without refund and refuse admission/eject anyone who (a) violates Agreement terms; (b) appears to be or is intoxicated; (c) is deemed by an MLB Entity to be disorderly or a health/safety risk; or (d) uses vulgar or abusive language.

Holder acknowledges/assumes all risks of attending the Event, including, without limitation, contracting COVID-19 or other communicable disease or being injured by bats, balls or other items. Holder releases Club and all other MLB-related entities (“MLB Entities”), host venue, ticket provider, and all successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, licensees, sponsors, vendors and contractors (collectively, “Releasees”), from claims arising out of the Event, even if due to the sole, joint, or comparative negligence, or strict liability, of Releasees (“Released Claims”) and will indemnify Releasees from and against Released Claims.

HOLDER IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO RELEASEES TO THE FULLEST EXTENT PERMITTED BY LAW. IF HOLDER CANNOT AGREE FOR ACCOMPANYING PARTIES, ACCOMPANYING PARTIES MUST LEAVE THE EVENT.

ANY CLAIM RELATED TO THIS TICKET SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, BINDING ARBITRATION. HOLDER MAY NOT JOIN OR CONSOLIDATE CLAIMS OR ARBITRATE AS A REPRESENTATIVE MEMBER OF A PUTATIVE CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

This ticket is valid only for this Event; if not played or completed, this ticket will admit Holder to the rescheduled/resumed Event; if not rescheduled/resumed, refunds or credits will be as determined in Club’s discretion.

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