

**2023 MINOR LEAGUE BASEBALL
TICKET TERMS & CONDITIONS**

**IMPORTANT: THIS TICKET IS A REVOCABLE LICENSE;
HOLDER ACCEPTS RISK OF ILLNESS/INJURY; NO RE-ENTRY PERMITTED; THIS TICKET
LIMITS HOLDER'S LEGAL RIGHTS**

By using this ticket, ticket holder, on their own behalf and on behalf of any accompanying minor (together, “**Holder**”), agrees to the following terms and conditions (the “**Agreement**”), including an **AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER**. The Club (as defined below) may update the terms of the Agreement at any time, without notice, and Holder’s use of this ticket after such change is posted will mean that Holder accepts such change(s). Holder is solely responsible for reading and understanding the Agreement before using this ticket.

AN INHERENT RISK OF EXPOSURE TO COVID-19 AND OTHER COMMUNICABLE DISEASES EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. HOLDER, ON THEIR BEHALF AND ON BEHALF OF ANY ACCOMPANYING PARTIES (AS DEFINED BELOW), AGREES TO (A) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (B) COMPLY WITH ALL RELATED HEALTH & SAFETY POLICIES OF THE CLUB AND THE HOST VENUE (AS DEFINED BELOW) OWNER/OPERATOR.

Holder agrees that: (a) Holder will not transmit or aid in transmitting any photographs, images, videos, audio, livestreams or other accounts or descriptions (including play-by-play data) (whether text, data or visual), in any media, of all or any part of the game to which this ticket grants admission or any entertainment, attractions, warm-ups, practices, pre-game, post-game or between-inning activities, promotions or competitions offered in connection with the game (the “**Game**”) or any other event (collectively with the Game, the “**Event**”) including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the Game (the “**Game Information**”) or other Event; (b) the Minor League Baseball club issuing this ticket (“**Club**”) is the exclusive owner of all copyrights and other proprietary rights in the Game and the Game Information; and (c) MLB Professional Development Leagues LLC (“**MLB PDL**”), the Office of the Commissioner of Baseball (“**BOC**”), Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, each of the Major League Baseball and MLB PDL clubs (collectively, “**Clubs**”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (collectively, the “**MLB Entities**”) and certain current and future sponsors and licensees of such MLB Entities will have the unrestricted right and license to use Holder’s image, likeness, name, voice, comments and/or other proprietary or public rights in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual and/or other recording taken in connection with the Event or other transmission, distribution, public performance, or reproduction in whole or in part of the Event, for all purposes, worldwide, in perpetuity, and in any and all media now or hereafter known, without compensation. The rights granted herein to the MLB Entities are assignable.

Holder, on their own behalf and on behalf of any Accompanying Parties (as defined at the conclusion of this paragraph), (a) consents to security searches, screenings and/or inspection of Holder’s and/or any Accompanying Parties’ person, bags, clothing, or other articles for security purposes, whether by walk-through metal detection, handheld metal detection, bag checks or otherwise; and (b) acknowledges and agrees to comply with (i) all relevant policies and protocols issued by the Club and/or the Host Venue owner/operator, including, without limitation, any policies and protocols regarding security, bags, fan conduct and health and safety, currently available at: <https://www.milb.com/stockton/tickets/single-game-tickets> (each, a “**Club Policy**” and collectively, the “**Club Policies**”), all of which may continue to be updated from time to time between purchase of this ticket and the Event date, and (ii) all current guidance of the Centers for Disease Control and Prevention and all applicable laws and policies of federal, state, city and local authorities (subsections (i) and (ii) are, collectively, “**Health and Safety Rules**”). Holder acknowledges that the MLB Entities have no liability for Holder’s and/or any Accompanying Parties’ person or property. An “**Accompanying Party**” is any accompanying party for whom Holder retains a ticket to attend the Event with Holder (each of whom Holder represents have authorized Holder to act on their behalf in accepting the applicable Agreement terms) (collectively, the “**Accompanying Parties**”).

The MLB Entities reserve the right to terminate the license granted by this ticket by tendering to Holder the purchase price printed on this ticket. Further, the MLB Entities reserve the right, without refund of any portion of the purchase price, to revoke the license granted by this ticket and refuse admission to, or eject from, the Event, Holder and any Accompanying Parties if any such person (a) violates the terms of the Agreement, including without limitation any Club Policy; (b) is in possession of any item or object that the MLB Entities consider potentially dangerous, hazardous, inappropriate and/or injurious to other patrons, and any prohibited items may be confiscated; (c) appears to be or is intoxicated; (d) engages in conduct deemed by any of the MLB Entities to be improper, disorderly or unbecoming; (e) uses vulgar or abusive language; or (f) poses a risk to the health or safety of others.

Holder assumes all risk associated with the purchase of this ticket from anyone other than the Club or its designated agents. This ticket may not be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes without the express written consent of the Club. No offer to resell or resale of this ticket is permitted to the extent prohibited by any applicable federal, state or local law or regulation or in violation of any Club Policy. Any such resale will invalidate the license granted by this ticket. This ticket may not be resold or offered for resale inside the host venue, including surrounding grounds or parking areas (collectively with the host venue, "**Host Venue**"), and any person who sells or offers this ticket for resale at any price inside the Host Venue will be removed from the premises and may be prosecuted.

FAN HEALTH PROMISE

Holder acknowledges and understands that, if infected with COVID-19 or other Communicable Disease (as defined at the conclusion of this paragraph), Holder and/or any Accompanying Parties may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, Holder agrees that neither Holder nor any Accompanying Party will attend the Event if, on the date of the Event, they are required or recommended by Health and Safety Rules to stay at home, quarantine and/or isolate (e.g., as a result of testing positive for, experiencing symptoms of, or being in direct contact with someone who tested positive for, COVID-19 or other Communicable Disease). A "**Communicable Disease**" as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof.

ASSUMPTION OF RISK RELATED TO COVID-19 AND OTHER COMMUNICABLE DISEASES

Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and expressly assumes all risks that are in any way related to or arising from being exposed to or contracting COVID-19 or other Communicable Disease in the Host Venue. By using this ticket, Holder is acknowledging and confirming, on behalf of Holder and any Related Parties (as defined at the conclusion of this paragraph) both now and in the future, that Holder understands and expressly assumes the risk that Holder and/or any Accompanying Parties may be exposed to COVID-19 or other Communicable Disease. Holder expressly understands that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. Holder further acknowledges and understands, on their own behalf and on behalf of any Accompanying Parties, that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that Holder and/or any Accompanying Parties will not be exposed, and that as such, potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in Holder's decision to use this ticket that cannot be eliminated. "**Related Parties**" are any Accompanying Parties as well as Holder's and any Accompanying Parties' personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make a claim on their behalf.

ASSUMPTION OF RISK OF PERSONAL INJURY, ILLNESS AND/OR PROPERTY DAMAGE

Holder recognizes that attendance of Holder and any Accompanying Parties at the Event is voluntary and may result in personal injury (including death), illness and/or property damage and agrees to abide by all Club Policies and to stay alert and remain aware of Holder's surroundings. By using this ticket or by attending, observing or participating in the Event, **Holder, on their own behalf and on behalf of any Related Parties, acknowledges and assumes all risks and dangers associated with: (a) being a spectator before, during, and after a baseball game (including all warm-ups, practices, pre-game, post-game and between-inning activities, promotions and competitions), and (b) attending, observing or participating in the Event, in each case, whether any such risk or danger occurs**

prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; persons; animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. Holder, on their behalf and on behalf of any Related Parties, agrees that the Released Parties (as defined at the conclusion of this paragraph) will not be responsible for any personal injury (including death), illness, property damage, or other loss suffered as a result of (x) Holder's and/or any Accompanying Parties' participation in, attendance at, and/or observation of the Event and/or (y) the sole, joint, or comparative negligence, or strict liability, of the Released Parties (collectively, the "**Spectator Claims**"). "**Released Parties**" are: (i) the MLB Entities, (ii) the MLB Entities' respective past, present and future licensees, sponsors, and vendors, and all of their successors and assigns, (iii) all other Major League Baseball and MLB PDL related entities, (iv) the Host Venue and the owners and/or operators thereof, (v) any local or state governmental body associated with the Host Venue, (vi) the ticket vendor and/or provider, and (vii) all past, present and future affiliates, successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives and independent contractors of such entities.

GENERAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE

ON THEIR OWN BEHALF AND ON BEHALF OF ANY RELATED PARTIES, HOLDER, WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE THE RELEASED PARTIES WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, (A) USE OF THIS TICKET, (B) PRESENCE AT THE HOST VENUE OR (C) PARTICIPATION IN THE EVENT OR ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE HOST VENUE, INCLUDING, WITHOUT LIMITATION (a) ALL SPECTATOR CLAIMS; (b) ALL CLAIMS FOR PERSONAL INJURIES, WRONGFUL DEATH OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER, ANY ACCOMPANYING PARTIES, OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER OR ANY ACCOMPANYING PARTIES; (c) ALL CLAIMS IN CONNECTION WITH ANY SECURITY SEARCHES OR SCREENINGS OF, OR THE APPLICATION OF ANY HEALTH AND SAFETY RULES TO, HOLDER AND/OR ANY ACCOMPANYING PARTIES; AND/OR (d) ALL CLAIMS FOR INVASION OF PRIVACY, DEFAMATION, VIOLATION OF ANY RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR ANY OTHER CAUSE OF ACTION ARISING OUT OF THE PRODUCTION, REPRODUCTION, DISTRIBUTION, TRANSMISSION, PUBLICATION, PUBLIC PERFORMANCE, BROADCAST OR EXHIBITION OF ADVERTISEMENTS, PROMOTIONS, CONTENT, PROGRAMS AND/OR MATERIALS IN WHICH RECORDINGS OR PHOTOGRAPHS OF HOLDER OR ANY ACCOMPANYING PARTIES FROM THE EVENT APPEAR (COLLECTIVELY, THE "**RELEASED CLAIMS**").

HOLDER FURTHER ACKNOWLEDGES AND AGREES THAT HOLDER IS FAMILIAR WITH AND DOES HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained herein are intended to be binding and full waivers of claims and releases of liability, and interpreted to be as broad and inclusive as is permitted by law, including with respect to any controversy, claim or dispute that may arise related to exposure or contraction of COVID-19 or other Communicable Disease. If any part hereof is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, HOLDER, ON THEIR OWN BEHALF AND ON BEHALF OF ANY RELATED PARTIES, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

IF MINOR(S) AND/OR OTHER ACCOMPANYING PARTIES ATTEND THE EVENT WITH HOLDER, HOLDER IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF: (A) SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN; AND/OR (B) SUCH OTHER ACCOMPANYING PARTIES, AS THEIR AUTHORIZED AGENT. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF: (I) SUCH MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE HOST VENUE WITH THOSE MINOR(S); AND/OR (II) ANY OTHER ACCOMPANYING PARTY, SUCH ACCOMPANYING PARTY SHOULD IMMEDIATELY LEAVE THE HOST VENUE.

Holder will indemnify, defend and hold harmless the Released Parties from and against any and all demands, suits, claims, costs (including reasonable attorneys' fees and expenses), expenses and liability arising out of, incidental to or related in any way to (i) Released Claims, (ii) Holder's and/or any Accompanying Parties' acts or omissions, or (iii) Holder's breach of any of the terms, conditions or representations made in the Agreement.

HOLDER AGREES THAT THE INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED HEREIN ARE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF ANY RELEASED PARTY, WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY, LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND INCLUDING ANY CLAIMS ARISING OUT OF INGRESS, EGRESS, LOADING AND UNLOADING OF PERSONNEL OR CARGO.

ENTERING THE PLAYING FIELD FOR A GAME, OTHERWISE DISRUPTING AN EVENT AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH AN EVENT PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

MANDATORY ARBITRATION AGREEMENT & CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

The MLB Entities care deeply about maintaining good relationships with fans. If you or any of your Accompanying Parties have a problem with this ticket or the Event, a telephone call to customer service may resolve the matter quickly and amicably. Any dispute not resolved informally must be resolved in accordance with this Arbitration Agreement.

Unless prohibited by federal law, Holder and the MLB Entities agree to arbitrate any and all claims and disputes relating in any way to Holder's purchase or Holder's or any Accompanying Parties' use of this ticket, Holder's and/or any Accompanying Parties' participation in, attendance at, and/or observation of the Event, the Agreement, and any related dealings between them, including, without limitation, claims of illness (including COVID 19 or other Communicable Disease), bodily injury or property damage arising out of Holder's and/or any Accompanying Parties' attendance at and/or participation in the Event ("**Arbitration Claims**"), except for Arbitration Claims concerning the validity, scope or enforceability of this Arbitration Agreement, through **BINDING INDIVIDUAL ARBITRATION**. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("**FAA**"), and not by state law.

In any Arbitration Claim to be resolved by arbitration, neither Holder nor the MLB Entities will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that Holder and the MLB Entities would have in court will not be available or will be more limited in arbitration, including the right to appeal. Holder and the MLB Entities each understand and agree that by requiring each other to resolve all disputes through individual arbitration, **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered by JAMS in accordance with its then-existing commercial arbitration rules. You may obtain information about arbitration, arbitration procedures and fees from JAMS by calling (949) 224-1810 or visiting www.jamsadr.com. If JAMS is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both agree upon in writing or that is appointed pursuant to

section 5 of the FAA. The arbitration shall take place in the city where the Host Venue is located. The arbitration shall be presided over by a single arbitrator, who shall be selected in accordance with the rules that, as specified above, shall govern the arbitration. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to Holder and the MLB Entities alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The parties agree that this Arbitration Agreement extends to any other parties involved in any Arbitration Claims, including, but not limited to, any Accompanying Parties, Related Parties and/or Released Parties. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The MLB Entities will be responsible for paying all arbitration fees other than the amount of filing fees Holder would have incurred in the state or federal court where the Event took place, whichever is less. Notwithstanding any other provision herein, Holder and the MLB Entities may seek relief in a small claims court for Arbitration Claims within its jurisdiction. In addition, Holder and the MLB Entities each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of the Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of the Agreement, the conclusion of the Event, and/or the bankruptcy or insolvency of a party (to the extent permitted by applicable law).

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us by mailing a written opt-out notice, postmarked within seven (7) days after the date of the Event. You must send your request to: 404 W Fremont St, Stockton, CA 95203. The request must include your full name, address, account number, and the statement "I reject the Arbitration Agreement contained in my Event Ticket." If you exercise the right to reject arbitration, the other terms of the Agreement shall remain in full force and effect as if you had not rejected arbitration.

Prior to bringing a claim under this Arbitration Agreement, the Claimant shall give the other party or parties written notice of the Arbitration Claim (a "**Claim Notice**") and a reasonable opportunity, not less than 30 days, to resolve the Arbitration Claim. Any Claim Notice to one or more of the MLB Entities shall be sent by mail to: 404 W Fremont St, Stockton, CA 95203. Any Claim Notice must (a) identify the Claimant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of the Claimant, and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Arbitration Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

IF MINOR(S) AND/OR OTHER ACCOMPANYING PARTIES ATTEND THE EVENT WITH HOLDER, HOLDER IS DEEMED TO HAVE AGREED TO THIS ARBITRATION AGREEMENT ON BEHALF OF: (A) SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN; AND/OR (B) OTHER ACCOMPANYING PARTIES, AS THEIR AUTHORIZED AGENT. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO MAKE SUCH AGREEMENT ON BEHALF OF: (I) ANY MINOR, HOLDER SHOULD IMMEDIATELY LEAVE THE HOST VENUE WITH THOSE MINOR(S); AND/OR (II) ANY OTHER ACCOMPANYING PARTY, SUCH ACCOMPANYING PARTY SHOULD IMMEDIATELY LEAVE THE HOST VENUE.

NOTICE

ALL EVENT TIMES ARE SUBJECT TO CHANGE. THE MLB ENTITIES ARE NOT RESPONSIBLE FOR LOST, STOLEN OR DUPLICATED TICKETS.

Retain possession of this ticket until the Game has been played or other Event has occurred. This ticket is good only for this particular Event and no part of the purchase price will be refunded or credited by reason of the failure of Holder to use it for this Event.

POLICY FOR RESUMED OR RESCHEDULED GAMES OR EVENTS

Should a Game not be played or completed or should any other Event not occur on the date it was originally scheduled, this ticket will admit Holder on the date or dates on which this Event is rescheduled or resumed, as announced in the sole discretion of the Club. No part of the purchase price will be refunded or credited by reason of the failure of Holder to use this ticket on the date the Event is rescheduled or resumed.

REFUND POLICY FOR CANCELLED OR IMPACTED GAMES AND OTHER EVENTS

Should the Club be required to (a) cancel or suspend an Event and not reschedule or resume it, (b) cancel or suspend an Event and reschedule or resume it in a different locale or (c) hold an Event without fans, or with limited fans, in attendance (each, an “**Event Suspension**”), and such Event Suspension prevents Holder from using this ticket, refunds or credits will be as determined in the Club’s discretion.

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