

Ticket Terms & Conditions

Revised June 10, 2021

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, BASKETBALLS, VOLLEYBALLS, EQUIPMENT, PROMOTIONAL ITEMS, OR OTHER EVENT RELATED ITEMS MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARM-UPS AND AFTER PLAY OR PERFORMANCE STOPS. IF STRUCK, IMMEDIATELY ASK AN USHER FOR DIRECTIONS TO THE NEAREST FIRST-AID STATION.

1. PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED EVENT FOR WHICH IT IS ISSUED.
2. This ticket is a revocable license that only grants a one-time entry into the specified Facility for the specified game, concert, or event, or any entertainment, attractions, warm-ups, practices, or surrounding activities offered in connection therewith (the "Event"). Unless otherwise announced, no person over twenty-four (24) months old may enter the Facility without a ticket, and re-entry is prohibited. The person seeking entry pursuant to this license, and any accompanying minor, including a minor holding a separate ticket (individually and collectively, the "Holder"), agrees that this ticket is subject to the following terms and conditions (the "Agreement"), as well as any other terms and conditions VSG Enterprises LLC, Tampa Bay Entertainment Properties, LLC, and each of their affiliates, and each of their successors and assigns (collectively, "VSG"), Sun Dome, Inc., ("Sun Dome"), the University of South Florida Board of Trustees ("USF"), and any applicable third-party promoter (together with VSG, Sun Dome and USF, "Management") establish (collectively, all such additional terms, "Supplemental Terms"). Supplemental Terms include, without limitation, the health and safety requirements and other terms set forth at <https://www.yuenglingcenter.com/plan-your-visit/fansafetyguidelines>, and other rules and policies posted at <https://www.yuenglingcenter.com>. Holder is solely responsible for reading and understanding the Agreement and Supplemental Terms before using this ticket and by acceptance and/or use of such ticket for the Event, Holder is deemed to have read the Agreement and Supplemental Terms and agrees to be bound by them. The terms of this Agreement or Supplemental Terms may be updated 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).
3. Due to the uncertainty related to COVID-19, this ticket and the Holder's admission to the applicable Event venue, arena, or stadium (including without limitation the Yuengling Center) or related venue, arena, or stadium grounds (including without limitation, parking areas and entry gates) (the "Facility") are subject to all safety and health requirements and policies put in place by Management, including without limitation requirements relating to face coverings and enhanced health screenings (which may include a requirement that the Holder, and any person in the Holder's party, be tested for COVID-19 prior to or during the Event) and those policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of Management) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Facility personnel or signage in or around the Facility, are collectively referred to below as the "Safety Requirements". The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance.
4. The Holder agrees that neither the Holder, nor anyone in the Holder's party, will attend the Event if any one or more of the following is true on the day of such Event:
 - a. Within the prior 14 days, the Holder has (or any person in the Holder's party or with whom the Holder has had close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
 - b. Within the prior 48 hours, the Holder has (or any person in the Holder's party or with whom the Holder has had 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 Centers for Disease Control and Prevention); or

- c. Within the prior 14 days, the Holder has (or any person in the Holder's party or with whom the Holder has had close contact has) travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.
5. **ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY (IF ANY),** including if admission is refused or revoked, if Facility capacity limitations result in Holder's ticket(s) being cancelled, if the Event is relocated outside of Tampa, Florida, or if the Event is cancelled and not rescheduled/replayed for any reason, or held without spectators, is an account credit or a refund of the face value of the ticket as determined by Management in its sole discretion ("**Face Value**"). Once an Event begins, it is deemed fully performed and no refunds will be given. No refund or remedy will be provided if the Event is postponed or rescheduled, or if Holder is ejected from or refused entry to the Facility. Further, Management's liability for breach of any term of this Agreement 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.**
6. Breach of any of the terms of this Agreement or Supplemental Terms, failure to comply with Safety Requirements or Management rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder's use of the ticket for any purpose; and shall authorize Management to withdraw the ticket, refuse admission to the Facility, or eject the Holder from the Facility, without refund in each case, and subject the Holder to all legal remedies available to Management.
7. The date and time of the Event (and the opening of Facility doors) 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 the Event or for any other reason. Holder's seat 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 value as determined by Management in its sole discretion.
8. Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity), in any medium now or hereafter existing, any information about the Event including, but not limited to: (i) any form, description or account (whether text, data or visual) and including, without limitation, play-by-play data of the Event or related events, the Facility or VSG (collectively, the "**Descriptive Data**") for any commercial or non-personal purpose; (ii) 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 Facility or VSG (the "**Works**") for any commercial or non-personal purpose; or (iii) livestreams of any portion of the Event or related events, the Facility or VSG (the "**Livestreams**"). Notwithstanding the foregoing, Holder agrees that by using this ticket for entry into the Facility, Holder shall be deemed to have signed this ticket and grants VSG, Sun Dome, and USF 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 agrees that VSG, Sun Dome, USF, any applicable third-party promoter, and any featured corporate sponsor/partner, each as applicable, is the exclusive owner of all copyrights and other proprietary rights in the Event or related events.
9. Holder irrevocably grants to VSG, Sun Dome, USF, and each of their respective past, present, and future parents, subsidiaries, affiliates, related companies, agents, officers, employees, and owners (collectively, the "**Entities**") and each of their respective current and future sponsors, advertisers, broadcasters, designees, partners, agents and licensees 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, feature and/or other recording taken at the Facility or in connection with the Event or other transmission, distribution, public performance, or reproduction in whole or in part of the Event, for any and all purposes, including without limitation, advertising, publicity, sales relating thereto, or any other purposes in connection with the Event or Entities and their goods, services or other businesses, worldwide, in perpetuity, and in any and all media now or hereafter known, without further authorization or compensation, including, but not limited to, any rights created or recognized by Florida Statutes §540.08. Holder acknowledges that Holder has no expectation of privacy in connection with Holder's attendance at the Event. The rights granted herein to the Entities are assignable.

10. Holder: (a) consents to allowing Management to inspect Holder's person and/or any 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 that Holder may be denied entry to or ejected from the Event and/or Facility, if Holder is in possession of any item or object that Management considers potentially dangerous, hazardous, inappropriate, and/or injurious to other patrons, and any prohibited items may be confiscated. Holder consents to security searches and/or screening of Holder and waives any claims that Holder might have against the Released Parties (as defined below). Holder acknowledges that Management has no liability for Holder's person or property.
11. Resale of this ticket is prohibited except as authorized by Florida law. 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 (a "pod" is defined as the number of seats that may be seated together). Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by Management) may be voided and this ticket cancelled. Tickets obtained from unauthorized sources may be lost, stolen, or counterfeit and such tickets may not be honored by Management. Holder assumes all risk associated with the purchase of this ticket from anyone other than Management or their designated agents. This ticket may not be used for advertising, promotion, contests, sweepstakes, giveaways, gambling or gaming activities, or other trade or commercial purposes, without the express written consent of Management. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. 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.
12. The invalidity or unenforceability of any provision of this Agreement or the Supplemental Terms shall not affect the enforceability or effectiveness of any other provision. If any portion of this Agreement or the Supplemental Terms shall be held invalid or unenforceable, the remaining portion(s) thereof shall not be affected thereby and shall remain in full force and effect.
13. Retain possession of this ticket until the Event has occurred. This ticket cannot be replaced if lost, stolen, or destroyed. This ticket is good only for this particular Event and no part of the purchase price will be refunded by reason of the failure of Holder to use it for this Event.
14. **ENTERING THE COURT OR PERFORMANCE AREA, 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. SMOKING IS PROHIBITED AT THE FACILITY.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

15. **READ THIS AGREEMENT AND SUPPLEMENTAL TERMS COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASED PARTIES (DEFINED BELOW) USE REASONABLE CARE IN PROVIDING THE EVENT, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY ATTENDING THE EVENT BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE EVENT WHICH CANNOT BE AVOIDED OR ELIMINATED. BY ENTERING THE FACILITY YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUPPLEMENTAL TERMS AND YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS**

THAT ARE A NATURAL PART OF THE EVENT. YOU HAVE THE RIGHT TO REFUSE THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUPPLEMENTAL TERMS BY NOT PERMITTING YOUR CHILD ENTRY TO THE FACILITY.

WAIVER, RELEASE OF LIABILITY & COVENANT NOT TO SUE

16. Holder recognizes that Holder's attendance at the Event is voluntary and may result in personal injury (including death) and/or property damage and agrees to stay alert and remain aware of his/her surroundings. By using this ticket or by attending, observing or participating in the Event, Holder acknowledges and assumes all risks and dangers associated with Holder: (a) being a spectator before, during, and after an Event, including without limitation a basketball and/or volleyball game (including all warm-ups, practices, pre-game, post-game, and between-period activities, promotions, and competitions), whether any such risk or danger occurs prior to, during or subsequent thereto; 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 basketballs, volleyballs, equipment, promotional materials, or other objects; thrown, dropped, or launched items (including without limitation, t-shirts, beads, or other item thrown by the entertainment crew or other spectators); projectiles; persons (including without limitation players or other spectators); animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators; and/or the risk of lost, stolen, or damaged property, whether such risk occurs prior to, during, or subsequent to the Event.
17. Holder agrees that: (a) the Entities, including without limitation VSG Enterprises LLC, Tampa Bay Entertainment Properties, LLC, Sun Dome, Inc., and the University of South Florida Board of Trustees; (b) the Entities' respective past, present, and future licensees, sponsors, and vendors, and all of their successors and assigns; (c) all other VSG, Sun Dome, and USF related entities; (d) Vinik Sports Group LLC, JV Hockey Ventures, LLC, Tampa Bay Sports and Entertainment, LLC, Tampa Bay Arena, LLC, Lightning Hockey LP, Lightning Hockey GP LLC, Lightning Foundation, Inc., TBSE Enterprises LLC, TBSE Esports, LLC, TB Sports Retail, LLC, Lightning High School Hockey League, Inc., Because We Love the Game, Inc., TBEP Hospitality HoldCo, LLC; TBEP Hospitality I, LLC, TBEP Hospitality I JV, LLC; TBEP Facilities, LLC, TBEP Media, LLC, TBEP Live, LLC, and TBEP Commercial Sales, LLC; (e) the City of Tampa, the County of Hillsborough and their various agencies, departments and subdivisions; (f) the ticket manufacturer or provider of this ticket; (g) the Facility and the owners and operators thereof and all local or state governmental bodies associated with the Facility; and (h) all past, present, and future parents, affiliates, successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, and independent contractors of such entities (subsections (a) through (h), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of Holder's participation in, attendance at, and/or observation of the Event and/or resulting from the negligence of any of the Released Parties. Holder hereby WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE the Released Parties from and against any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may arise by reason of Holder's participation and/or presence at the Event. Holder further releases the Released Parties from and against any and all claims which Holder has or may have 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 from the Event appear.
18. **BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, HOLDER IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.**
19. **IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE EVENT, HOLDER IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE EVENT WITH THE MINOR(S) OR NOT ENTER THE FACILITY.**

20. Holder shall 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: (a) Holder's attendance at, observation of, and/or participation in the Event; (b) Holder's acts or omissions; or (c) Holder's breach of any of the terms, conditions, or representations made in this Agreement and Supplemental Terms.

COVID-19 AND OTHER INFECTIOUS AND/OR COMMUNICABLE DISEASES, VIRUSES, BACTERIA, OR ILLNESS

- 21.** This section is an acknowledgement and express assumption of risk and release of liability in any way related to or arising from being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "**Communicable Disease**") in and around any part of the court, arena, or surrounding grounds or parking areas, to which the ticket provides access, including without limitation the Facility. By holding this ticket, Holder is acknowledging and confirming on Holder's behalf, and on behalf of any individual who uses this ticket (including any minor children), both now and in the future, that Holder understands and expressly assumes the risk that Holder 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 that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that Holder 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 the ticket that cannot be eliminated. Holder further acknowledges and understands that, if infected with COVID-19 or other Communicable Disease, Holder may infect others Holder subsequently comes in contact with, even if Holder is not experiencing or displaying any symptoms of illness, and that the risk of spreading COVID-19 or other Communicable Disease to others remains at all times.
- 22.** Holder agrees that this section is intended to be a binding and full waiver of claims and release of liability with respect to any controversy, claim or dispute that may arise out of or during use of this ticket that is related to exposure to or the contraction of COVID-19 or other Communicable Disease.
- 23. SPECIFICALLY, HOLDER AGREES THAT HOLDER, ON BEHALF OF HIM/HERSELF AND HIS/HER PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN HEREBY WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS AND AGREES NOT TO SUE THE RELEASEES (DEFINED BELOW) WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE FOLLOWING HOLDER'S USE OF THE TICKET, OR DURING HOLDER'S PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASEES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASEES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING ANY VENUE, FACILITY AND/OR ARENA DURING ANY COMMUNICABLE DISEASE EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. HOLDER FURTHER AGREES THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF USING TICKETS AND/OR AS A RESULT OF THEM BEING EXPOSED TO COVID-19 OR OTHER COMMUNICABLE DISEASE BY HOLDER. TO THE EXTENT PERMITTED BY LAW, HOLDER FURTHER AGREES THAT IT IS HOLDER'S INTENTION THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS BEING ENTERED BY HOLDER ON HOLDER'S OWN BEHALF, AS SET FORTH ABOVE, AND ALSO ON BEHALF OF ANY OTHER INDIVIDUAL WHO USES A TICKET.**

As used herein, "Releasees" shall include (a) the Released Parties noted above, and every director, officer, owner, stockholder, trustee, partner, employee, agent, independent contractor and consultant of the Released Parties and the respective related entities and members of each of the foregoing; (b) Event sponsors, contractors, vendors, operators, agencies and advertisers of the Released Parties and Facility; (c) licensees, and retail, concession, broadcast and media partners of the Released Parties; (d) press and other media; (e) vendors that may provide

testing or medical services; (f) entities and individuals providing accommodation and transportation to or from the Facility; (g) other entities and individuals who enter the Facility; and (h) the respective parent, subsidiary, affiliated and related companies and officers, directors, employees, agents, licensees, contractors, sub-contractors, insurers, representatives, successors, and assigns of each of the foregoing entities and persons.

24. **[FOR CALIFORNIA RESIDENTS] 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."**
25. This acknowledgement and express assumption of risk, waiver of claims, and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of these provisions are held to be invalid or legally unenforceable for any reason, the remainder shall not be affected thereby and shall remain valid and fully enforceable.

DISPUTE RESOLUTION

26. Management cares deeply about maintaining good relationships with fans and is committed to working with Holder to reach a reasonable resolution if Holder has a problem with Holder's ticket or the Event; however, Management can only do this if Management knows about and understands Holder's issue. Therefore, for any problem or dispute that Holder may have with Management relating to this Agreement, the Supplemental Terms, Holder's ticket or the Event, Holder acknowledges and agrees that Holder will first give Management an opportunity to resolve Holder's problem or dispute. Accordingly, Holder agrees that, if a dispute arises between Holder and Management, Holder will first contact customer service to describe the problem and seek a resolution. Holder then agrees to negotiate with Management in good faith about Holder's problem or dispute. This should lead to resolution, but if for some reason Holder's problem or dispute is not resolved satisfactorily within sixty (60) days, then Holder and Management agree to the following methods to resolve any dispute or claim between them. First, Holder agrees that this Agreement and Supplemental Terms are governed by the law of the State of Florida, without regard to its principles on conflicts of laws, and the federal law of the United States of America. Second, Holder agrees that Holder will seek arbitration in accordance with the Arbitration Agreement below.

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

27. ANY DISPUTE, CLAIM, CONTROVERSY, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SUPPLEMENTAL TERMS, OR BREACH THEREOF, OR THE EVENT, THAT IS NOT RESOLVED INFORMALLY, INCLUDING, BUT NOT LIMITED TO, TORT CLAIMS OF ANY KIND, STATUTORY CLAIMS OF ANY KIND OR ANY OTHER CLAIMS FOR RELIEF UNDER ANY OTHER LEGAL THEORIES, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL BE HELD IN TAMPA, FLORIDA. THE PREVAILING PARTY IN ALL SUCH ARBITRATIONS SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS FROM THE OTHER PARTY. EACH PARTY WAIVES THE RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHTS TO PARTICIPATE IN ANY CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING, WITH RESPECT TO ALL CLAIMS HEREUNDER. IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE EVENT, HOLDER IS DEEMED TO HAVE AGREED TO THIS ARBITRATION AGREEMENT ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE HOLDER MUST LEAVE THE EVENT IMMEDIATELY OR NOT ENTER THE FACILITY. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO MAKE SUCH AGREEMENT ON BEHALF OF THE ACCOMPANIED MINOR(S), HOLDER SHOULD IMMEDIATELY LEAVE THE EVENT WITH THE MINOR(S) OR NOT ENTER THE FACILITY.