



MEMBERSHIP AGREEMENT FORM

50 Bay St. Suite 500 | Toronto, ON | M5J 2L2 | 416.360.GOAL | torontofc.ca

Toronto FC Membership

Maple Leaf Sports & Entertainment Partnership (“MLSE”) is proud to offer Toronto FC members (each a “Member”) the following membership benefits for each annual soccer season from January 1 to December 31 (each a “Season”). By completing this form and tendering payment to MLSE or accepting a ticket for a Season, you are enrolling in the TFC membership (“Membership”) for such Season and are agreeing to the following terms and conditions:

I. MEMBERSHIP

Membership includes the following:

Description	Charges
<p>A. Tickets, and any associated club access, for:</p> <ul style="list-style-type: none"> all scheduled Toronto FC Regular Season Major League Soccer (“MLS”) matches; and three (3) additional Toronto FC home matches, which shall be designated at MLSE’s discretion and may include, but are not limited to, the following categories of matches: Leagues Cup (“LC”) matches; CONCACAF Champions League (“CCL”) matches; Canadian Championship (“CC”) matches; preseason matches; or friendly (“Friendlies”) matches. 	<p>Included in Membership base cost.</p>
<p>B. Additional Matches:</p> <ul style="list-style-type: none"> Membership automatically includes tickets for: (i) all home Toronto FC MLS playoff matches (“Playoff Matches”); and (ii) all home Toronto FC LC, CCL, CC and Friendlies match(es) not provided to the Member under Section I.A. (“Additional Non-MLS Matches”, and collectively with the Playoff Matches, the “Additional Matches”). Members will receive an invoice (including pricing) for Playoff Matches after Toronto FC qualifies for the MLS playoffs, and Members will have a period of thirty (30) days from the date such invoice (or such shorter period if the date of qualification to the date of the first playoff game is less than 30 days), is issued to opt-out of the Playoff Matches. If Member does not opt-out within the prescribed time, MLSE will charge the Member for each Playoff Match, upon qualification for each such Playoff Match, in accordance with the pricing provided. 	<p>Additional to Membership base cost.</p> <p>Additional charges will vary dependant on the number and type of Additional Matches.</p> <p>Opt-out available.</p>

Description	Charges
<ul style="list-style-type: none"> Members will receive an invoice (including pricing) for any Additional Non-MLS Matches after Toronto FC qualifies or confirms the scheduling of any such Additional Non-MLS Match. Member will have a period of thirty (30) days from the date any such invoice is issued (or such shorter period if the date of qualification or confirmation to the date of the applicable match is less than 30 days) to opt-out of the Additional Non-MLS Match(es) which have been invoiced. If the Member does not opt-out within the prescribed time, MLSE will charge the Member for the Additional Non-MLS Match(es) invoiced, in accordance with the pricing provided. 	
<p>C. Toronto FC II Membership:</p> <ul style="list-style-type: none"> Members will receive access to attend all Toronto FC II home matches. 	Included in Membership base cost.
<p>D. Additional Features and Benefits:</p> <ul style="list-style-type: none"> Members also enjoy other benefits as outlined on torontofc.ca/benefits. 	Included in Membership base cost.

II. PAYMENT TERMS AND AUTOMATIC PAYMENT PROGRAM

By selecting a Membership, you are joining a membership that will renew annually and is subject to the following payment terms:

1. **Payment Plan Options.** Subject to Section 4 below, Members will have the option of three payment plans:
 - a. *Annual Plan:* This plan allows Members to pay 100% of the cost of their Membership for the following Season on or before the First Payment Date (as set out in the Notice). This payment may be made using Visa, MasterCard, or American Express (each a “**Credit Card**”), or cheque.
 - b. *Semi-Annual Plan:* This plan allows Members to pay 50% of the cost of their Membership for the following Season on or before the First Payment Date, and to pay the remaining balance on payment date referenced in the Membership invoice/Notice. These payments may be made using a Credit Card or cheque.
 - c. *Monthly Payment:* This plan allows Members to pay for the cost of their Membership for the following Season by making monthly payments (the number of monthly payments and the amount of each payment will be communicated annually in the Membership invoice/Notice) commencing on the First Payment Date, with the following payments being due on the dates referenced in the Membership invoice/Notice. These monthly payments may be made by Credit Card only.

If the Member Credit Card on file is declined for a given payment for any reason, MLSE will re-run the Credit Card 24 hours later after the payment was initially declined. If at this point payment has not been made, the barcodes for the Member’s tickets and all other Membership benefits shall be suspended until payment in full is made. MLSE will attempt to notify the Member by email and/or telephone to request that the payment information be updated. If payment has not been made within ten (10) business days of the date payment was missed, MLSE may remove the Member’s tickets their account and terminate their Membership.

Please note that if the Member does not opt-out of the Additional Matches, then Members will be charged for Additional Matches on a match-by-match basis as such matches are confirmed, regardless of the payment plan selected by the Member.

MLSE shall have the right to postpone any payments as it deems necessary, in its sole discretion, to address any unforeseen events which affects the ability of TFC to play matches.

2. Automatic Payment Program. In connection with a Member's purchase of a Membership for the upcoming Season, Member is subject to an automatic payment program (the "**Payment Program**"). Through the Payment Program, the Member will have its Membership automatically renewed for the upcoming Season on the relevant First Payment Date, until such time as Member or MLSE chooses not to renew the Membership.

Individuals or entities who purchase a Membership, expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they choose to change their then current payment plan, opt-out of their Membership, or whose Membership is terminated by MLSE as provided herein.

3. Notice. MLSE may provide each Member with notice at least thirty (30) days in advance of each upcoming renewal date (the "**Notice**"). The Notice shall include: (i) the relevant renewal date (the "**First Payment Date**"); (ii) new Membership pricing; (iii) any material changes to the Terms and Conditions; and (iv) method for Member to indicate its desire not to renew its membership.

4. Change of Payment Plan. If Member wishes to select a different payment plan at the start of a subsequent Season, Member may do so by informing Toronto FC Service Team prior to the First Payment Date for the following Season; provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE.

5. Cancel. Members may cancel their Membership at any time during a Season for any reason with 30 days' notice by completing the web-form found on torontofc.ca/cancel Members who cancel their Membership will not receive any refunds for any installment payments made prior to the effective date of cancellation (being 30 days from the date of correct completion and submission of the web-form) and will have all membership benefits suspended as of the effective date of cancellation.

6. Pro-Rated Membership Dues. Memberships purchased on a date after the first regular Season home match has been played in the then current Season may be eligible for reduced Membership dues for such Season. Please contact MLSE for further details regarding pro-rated Membership dues.

7. Purchasing Membership after First Payment Date. Individuals or entities that purchase a Membership for an upcoming Season after the First Payment Date of a current Season or that purchase their Membership for a current Season while it is ongoing ("**Late Purchasers**") will not have access to the payment plans set out in Section 1 for the first Season of their Membership. Instead, Late Purchasers will have access to the following three payment plans:

- a. *Lump Sum.* This plan allows Late Purchasers to pay 100% of the cost of their Membership at the time of purchase or such later date as permitted by MLSE. This payment may be made using a Credit Card, or by or cheque.
- b. *Two Installments.* This plan allows Late Purchasers to pay for their Membership in two equal installments. The first installment will be due at the time of Membership purchase and the second will be due on the dated identified on the Membership invoice. These payments may be made using a Credit Card, or cheque.
- c. *Monthly Installments.* This plan allows Late Purchasers to pay, if paid using a Credit Card only, for their Membership in monthly installments starting on the date of purchase and concluding on a date to be stipulated by MLSE. Monthly installments are due on the dates set out in the Membership invoice. Late Purchasers will pay a lump sum to catch up to the current payment plan period before continuing with monthly installments.

Late Purchasers may select a different payment plan for subsequent Seasons subject to the conditions set out in the above Section 2.

III. INVOICE DISCLAIMERS

1. Seat Relocations

Please note that due to applicable league rules and/or requirements, your Membership seating location may be relocated for select games. In the event that this occurs, we will do our best to relocate you based on available inventory.

2. Accessible Seating Relocations

Please note that your Membership seats are located in an accessible seating area of the stadium. In order to provide access to members of the accessible needs community, MLSE reserves the right, on a game by game basis, to relocate you in the event that your Membership seats are not occupied by persons of accessible needs. Any such relocation will be based on available inventory.

3. Optional Club Access

Please note that the invoiced Total Season Membership Renewal cost includes your optional club Membership dues. If you wish to cancel your club Membership, please contact 416-360-GOAL (4625).

4. Broker

Please note that the payment deadlines specified will be strictly enforced with no exceptions or extensions to the Membership Terms being granted. Please ensure your credit card information is up to date.

5. Fieldside Seat Risk

Fieldside seats are part of the action and game presentation. Down on pitch level you are in amongst the ball kids, security, and broadcast cameras. As they move along the sidelines to do their job, your view may be obstructed. You should also be aware of balls and players that may leave the field of play.

6. Academy Benefit

Please note that your Season Ticket Membership renewal includes promotional pricing contingent upon your child's continued enrolment in the Toronto FC Academy system during the season listed on your renewal notice invoice.

7. Payment Plan

Payment plans may be adjusted or deferred pending confirmation of the MLS Schedule.

IV. MEMBERSHIP TERMS AND CONDITIONS

Toronto FC Membership Terms and Conditions (which are attached hereto and can be found at www.torontofc.ca) shall apply to all Memberships, and the Member accepts the Terms and Conditions and agrees to be bound thereby.

TORONTO FC MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions, together with all ticket order and account information submitted by a Member (collectively the “**Terms and Conditions**”) shall apply to the purchase and use by the Member of a Toronto FC membership (the “**Membership**”) from Maple Leaf Sports & Entertainment Partnership (“**MLSE**”). For the purposes of these Terms and Conditions, “**Toronto FC**” means the professional Major League Soccer (“**MLS**”) team and the USL Division 3 team operated by MLSE, and “**Member**” means the individual or entity entered on the records of MLSE as being the account holder in respect of the purchase of a Membership. By tendering payment to MLSE or accepting a ticket related to a Membership, the Member signifies its acceptance of these Terms and Conditions and its agreement to be bound thereby.

1. GENERAL.

- a. The Member acknowledges and agrees that: (i) subject to the termination rights specified herein, the Membership is provided for a single MLS season and will expire on December 31st following the MLS season for which the Membership has been purchased; (ii) the purchase of a Membership for any season does not entitle the Member to renew any Membership for any subsequent season; and (iii) notwithstanding anything to the contrary in these Terms and Conditions, the opportunity to renew the Membership is a personal privilege granted by MLSE which may be withdrawn by MLSE at any time and that neither party has the right or obligation to renew a Membership.
- b. These Terms and Conditions supplement the terms and conditions printed on the reverse side of each Toronto FC ticket (the “**Ticket Back Terms**”) which also apply to the Member and each individual using any of the Member’s tickets from time to time. If any of these Terms and Conditions conflict with the Ticket Back Terms, these Terms and Conditions shall prevail to the extent of the conflict.
- c. **Dates and times of the matches are subject to change or cancellation. THE SOLE AND EXCLUSIVE REMEDY if admission is refused due to the cancelation of a match or if a match is not played for any reason, is a refund of up to the ticket price set by MLSE (the “Value”), unless otherwise provided herein. If the Member or a ticket user is ejected from a match, the Member/ticket user will not receive any refund of the ticket Value. IN NO EVENT SHALL MLSE OR MLS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, A TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. MEMBER/TICKET USER AND MLSE AGREE THAT ALL TICKET DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. THIS CLAUSE IS GOVERNED BY THE ARBITRATION ACT OF THE PROVINCE OF ONTARIO.**

2. REVOCABLE LICENSE

Without limiting the generality of the foregoing, the Member acknowledges that each ticket issued pursuant to a Membership is a limited, revocable license to attend the game described on the ticket face. As a revocable license, each ticket may be revoked at any time (including before or after MLSE delivers the ticket) for any reason by MLSE, and, upon such revocation, MLSE shall refund or credit the holder of the ticket in the amount of the stated face value of the ticket, less the portion of any discount allocable to that ticket as a result of the ticket having been purchased as part of a ticket package. MLSE shall have no liability in connection with the revocation of a ticket other than the aforementioned refund or credit. MLSE’s right to revoke described in this Section is in addition to any other right of MLSE to terminate set forth in these Terms and Conditions or otherwise.

3. PAYMENT AUTHORIZATION

The Member understands that by selecting a Membership and a related payment plan, MLSE is given authorization to bill the Member for Membership dues in accordance with the payment plan that the Member selects. For all Membership payments, this payment authorization shall remain in effect for so long as the Membership remains active. The Member hereby represents and warrants that the Member has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Member’s Membership dues. The Member understands and agrees that MLSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, MLSE’s only responsibility is to correct it if and when MLSE receive notice of the error. All deposits and/or

payments made are non-refundable. The Member understands that it is solely the Member's responsibility to ensure the Member's payment information is current and to notify MLSE of any deficiencies such that they may be remedied, and that the Member's failure to do so within the specified time frame will result in a suspension or loss of Membership privileges and may result in a revocation of Membership. MLSE reserves the right to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. Under all Memberships, all payments are due on the dates specified regardless of match cancellations or rescheduling – refunds will be addressed in accordance with Section 1.c. above.

4. MEMBERSHIP RIGHTS / PRIVILEGES RESTRICTED

- a. MLSE's acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on MLSE's records. MLSE reserve the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.
- b. MLSE reserves the right, in its sole discretion, to terminate a Membership account, to suspend a Member's Membership, to withdraw or restrict access to certain Membership privileges, or to not offer to renew the Member's Membership, if MLSE (acting reasonably) determines that there has been a breach of these Terms and Conditions on the part of the Member or a breach of the Ticket Back Terms on the part of the Member or any individual using any of the Member's tickets.

5. PRE-EMPTION

The Member acknowledges and agrees that Toronto FC and/or MLS may cancel, postpone, reschedule or relocate matches included in the Member's Membership for any reason, as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of Toronto FC matches ("**Pre-emption**").

6. TICKET TRANSFERS

Member shall be responsible for ensuring that any person using its Membership tickets (regardless of whether that person is the initial transferee or a subsequent transferee, each a "**Ticket User**") complies with all Terms and Conditions and the Member will be responsible for all acts and omissions of each Ticket User as if such act or omission was that of the Member.

7. PROHIBITION ON MEMBER BROADCASTING / PROMOTION

- a. The Member and each Ticket User is admitted to Toronto FC events on the condition that the Member agrees that the Member or Ticket User will not record or transmit or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Member or Ticket User is admitted.
- b. Toronto FC tickets or Membership privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without MLSE's express written consent.

8. TRANSFER OR SALE OF MEMBERSHIP PRIVILEGES

Members have no right to transfer their Membership to any person or entity, whether by a request to transfer the Membership into another name, or by an attempt to transfer the Membership by sale, gift, will or trust, property settlement, or to creditors, or by any other means. Any attempt by a Member to sell or otherwise transfer their Membership may result in the cancellation of the Membership. Notwithstanding the foregoing, MLSE:

- a. hereby expressly allow Members to transfer or sell their match tickets to any Ticket User provided that any such Member complies with applicable laws and Sections 6 and 7; and
- b. may allow an individual Member to request transfer of all Membership privileges to a member of that Member's immediate family at no cost (please see Family Transfer Form for more information). A request to transfer Membership privileges to member outside of the Member's immediate family can be made via a TFC Membership Transfer Form and payment of the \$50 service fee (please see the TFC Membership Transfer Form for more information). MLSE reserves the right to approve or reject any such requests for any reason.

9. PROMOTIONAL USE OF MEMBER IMAGE

The Member, both for the Member and for any Ticket User, grants permission to Toronto FC, MLSE, the participating MLS clubs, MLS and Soccer United Marketing (“**SUM**”) and their agents, to utilize the Member or Ticket User’s image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the Member or Ticket User is admitted, and further authorizes the use of the Member or Ticket User’s image or likeness in connection with the promotion of Toronto FC, the MLS and the sport of soccer.

10. MEMBERSHIP PRIVILEGES SUBJECT TO BYLAWS AND STADIUM RULES

The Member’s Membership remains subject at all times to the compliance of the Member: (i) with these Terms and Conditions; (ii) with applicable laws (including, but not limited to, bylaws or regulations of the City of Toronto); (iii) with respect to each individual using any of the Member’s tickets from time to time, with the Ticket Back Terms; and (iv) with all stadium policies, including, without limitation, the following:

- a. Compliance with BMO Field fan code of conduct (set out in Schedule A);
- b. Stadium Bag Policy (<https://www.bmofield.com/plan-your-visit/bag-policy/>);
- c. Users are prohibited from bringing cans, bottles and containers for ice or beverages in the stadium;
- d. Users are prohibited from throwing objects in the stands or onto the playing area;
- e. Users shall comply with any request by stadium security to display the contents of bags, boxes, packages, etc.; and
- f. Users shall retain proof of their mobile ticket and/or Membership documentation on their person at all times while in the stadium pursuant to the right of admission evidenced by the mobile ticket and/or Membership documentation and shall produce the mobile ticket and/or Membership documentation upon request by any stadium representative.

In each case of (ii) to (iv) as may be established, enacted, modified, amended, supplemented or restated from time to time.

11. OBJECTIONABLE CONDUCT

- a. Members or Ticket Users engaging in disorderly or objectionable conduct in violation of Toronto FC and BMO Field stadium policies may be ejected from the event in respect of which a ticket has been issued without refund of the ticket price.
- b. If a Member or any Ticket User is ejected for any reason from an event in respect of which a ticket has been issued to the Member or otherwise acquired, MLSE reserve the right, in MLSE’s sole discretion, to revoke the Membership related to such ticket.

12. RELEASE OF LIABILITY

THE MEMBER, BOTH FOR THE MEMBER AND FOR EACH TICKET USER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a ticket has been issued, whether occurring prior to, during or after such an event, including but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other spectators, (ii) agrees to be bound by the Ticket Back Terms, and (iii) AGREES THAT MLSE, MLS, SUM, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THE CITY OF TORONTO AND TORONTO FC, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES’ RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (THE “**TORONTO FC PARTIES**”), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY THE MEMBER OR A TICKET USER ARISING FROM OR RELATED IN ANY WAY TO ATTENDANCE AT THE EVENT IN RESPECT OF WHICH A TICKET HAS BEEN ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER SUCH AN EVENT AND EXPRESSLY RELEASES THE TORONTO FC PARTIES FROM THE SAME.

13. AMENDMENTS AND TERMINATION

- a. MLSE reserve the right to amend these Terms and Conditions and the Toronto FC Membership Form terms in its sole discretion by posting such amendments (the “**Amendments**”) to torontofc.ca.
- b. If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments prior to the renewal date for the Membership.
- c. If Amendments are to take effect during the current Season and in the discretion of MLSE is reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect. In such case, the Member will not be entitled to any refund of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Membership as a result of the Amendments.
- d. If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations, as determined by MLSE, and are not implemented by MLSE to address safety, security or emergency situations, Members will be informed of any such Amendments 30 days prior to the Amendments taking effect (the “**30 Day Notice Period**”). In this instance, Members will be entitled to cancel their Memberships by providing written notice to MLSE during the 30 Day Notice Period, in which case such a Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Membership benefits for the remainder of the Season, as determined in MLSE’s sole discretion.
- e. Without restricting the generality of the foregoing MLSE reserve the right to:
 - (i) relocate Members during the regular season and at any time during the playoffs to accommodate broadcast, MLS requirements, or security requirements, or for any other reasonable purpose in MLSE’s sole discretion, and Members will not be eligible for any refund of any installment payments made prior to the relocation if the Member subsequently chooses to cancel the Membership as a result of the relocation;
 - (ii) modify Membership pricing for future Seasons;
 - (iii) terminate a Membership without cause on providing Member with 30 days advanced notice.

14. MISCELLANEOUS

The Member confirms that the Member has been given a full opportunity to obtain independent legal advice with respect to these Terms and Condition and the Toronto FC Membership Form and has either obtained that advice or hereby waives any related rights or claims that might arise if that advice has not been obtained. The invalidity of any provision of these Terms and Conditions shall in no way affect the validity of any other provision hereof. These Terms and Conditions and the Toronto FC Membership Form contain all agreements of the parties with respect to the subject matter hereof and supersedes, cancels and replaces any other agreement, representation or understanding of any kind or nature. These Terms and Conditions are wholly governed by the laws of Ontario. The Member confirms that the Member is 19 years of age or older. The Member further confirms that the Member has read and understands these Terms and Conditions and the Toronto FC Membership Form and agrees to be bound by their terms and conditions.

15. COVID-19

- a. **Acknowledgments of COVID-19 and Other Risks.** The Member acknowledges that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by MLSE and/or third parties (including, but not limited to, federal and provincial governmental agencies) (collectively, the “**Stadium Protocols**”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, 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 COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts; and (d) exposure to COVID-19 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. THE MEMBER FULLY UNDERSTANDS AND KNOWINGLY AND

VOLUNTARILY ASSUME ALL RISKS RELATED TO THEIR ENTRY INTO, AND PRESENCE IN, THE STADIUM, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), 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 TORONTO FC PARTIES, OR OTHER THIRD PARTIES. MEMBER ACCEPTS PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT THEY OR ANY OF THEIR HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, NEXT OF KIN, AND OTHER PERSONS ACTING OR PURPORTING TO ACT ON THE MEMBER'S BEHALF ("**RELATED PERSONS**") MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.

- b. **Release, Waiver of Liability, and Covenant Not to Sue.** (A) ON BEHALF OF THE MEMBER AND EACH OF THEIR RELATED PERSONS, MEMBER HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASES, WAIVES, AND DISCHARGES (AND COVENANTS NOT TO SUE), EACH AND ALL OF THE TORONTO FC 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 MEMBER'S DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH MEMBER OR ANY OF THEIR RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE TORONTO FC PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MEMBER'S EXPOSURE TO COVID-19; (II) MEMBERS 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 MEMBER AND ANY PERSONNEL OF ANY OF THE TORONTO FC 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 SUBSECTION 15.A., IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY TORONTO FC PARTY OR OTHERWISE.
- c. Member acknowledges that due to Federal, Provincial or municipal rules, MLSE may be restricted or prohibited from having fans in attendance at Toronto FC home games ("**Fan Restrictions**"). The Member further acknowledges that in the event that MLSE is subject to Fan Restrictions, that MLSE may in its sole discretion determine seating allocations within the Stadium for Toronto FC home games at the Stadium, which may include but not be limited to the having third parties seated in the Member's season seat(s) and/or assigning seat(s) to the Member which are different than their Membership season seat(s).

16. **MOBILE TICKETING**

Member acknowledges that tickets will be issued in the form of "mobile tickets" which can be displayed on a mobile device using (i) the Toronto FC app, (ii) Toronto FC Account Manager, or (iii) a mobile device Apple/Android wallet. No paper tickets will be issued except on an exception basis as determined by MLSE.

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE PER SECTION 13 ABOVE

SCHEDULE A

STADIUM CODE OF CONDUCT

Maple Leaf Sports & Entertainment (“**MLSE**”) is committed to providing a safe, comfortable and enjoyable experience for our fans and guests at the Stadium currently known as BMO Field (the “**Venue**”), and MLSE is committed to providing courteous and professional service. Everyone should expect and help to promote an environment where people are treated in a courteous, professional, considerate and respectful manner by all fans, Stadium staff, team and event personnel, performers, players and other guests. Accordingly, MLSE will not tolerate unsafe, abusive, unlawful or offensive conduct in our Venues. This conduct includes, without limitation:

- Smoking (including e-cigarettes or vapourizers)
- Violence, fighting, threatening, taunting, physical or verbal harassment;
- Making abusive, sexist, racist, offensive or obscene remarks or gestures;
- Disruptive, harmful or disorderly behaviour;
- Sitting in a location other than the seat identified on the guest’s ticket;
- Any disruption of the game or event by a guest’s actions;
- Throwing objects of any kind or entering the playing surface or performance area;
- Intoxication or any signs of impairment related to alcohol or drug consumption;
- Possession of alcohol by a minor or providing alcohol to a minor;
- Possession of alcohol not purchased inside the Venue;
- Engaging in any commercial activity not authorized by MLSE;
- Failure to comply with requests from staff, including those related to Venue policies, operations or emergency response procedures; or
- Any act which, in the opinion of Venue officials, presents a risk to the safety of fans or staff.

Failure to abide by this Code of Conduct is subject to sanctions at the discretion of MLSE, which may include ejection, suspension of entry privileges, arrest, and banishment from any or all MLSE facilities.

Season ticket members and suite holders are reminded that they are responsible for the behaviour of anyone using their tickets and that failure to abide by this Code of Conduct or by anyone using their tickets, may result in loss of season ticket member or suite holder privileges.

All guests are reminded that bottles, coolers and containers of any kind are not allowed into the Venue and may be confiscated. MLSE reserves the right to limit the size of bags, purses or backpacks permitted within the Venue. Guests are advised to consult the applicable Venue websites for specific policies with respect to bags. MLSE reserves the right to prohibit the entry of items which may, in MLSE’s opinion, interfere with the ability of other guests to enjoy the game or event.

Venue staff have been trained to intervene when necessary to help ensure a safe and comfortable environment. Guests are encouraged to report any violations of this Code of Conduct or any inappropriate behaviour to the nearest usher, security guard or fan services staff member.

MLSE thanks you for adhering to this Code of Conduct and for making each event special and memorable to you and your fellow guests.