

**LOS ANGELES GALAXY**  
**FULL SEASON TICKET LICENSE & AUTOMATIC PAYMENT AGREEMENT**

**THIS AGREEMENT RENEWS AUTOMATICALLY UNLESS YOU CANCEL**  
See below for details.

This agreement (the "Agreement") governs your relationship with Anschutz L.A. Soccer, Inc., a/k/a Los Angeles Galaxy (the "Galaxy" "we," "our," or "us") as a season ticketholder. It applies to the 2025 Major League Soccer ("MLS") season and any future seasons in which you purchase tickets, as amended from time to time pursuant to Section 10(F) below, unless we enter into a new agreement.

**THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WITH A CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.**

**1. Tickets.**

(a) This Agreement grants you a revocable license to:

(i) use the seats ("Seats") listed in the attached invoice for (A) all 2025 regular season home games (and future regular season home games pursuant to the auto renewal provisions herein) played by the Galaxy (each a "Galaxy Game" and collectively, the "Galaxy Games") at the soccer stadium (the "Stadium") within the Dignity Health Sports Park complex ("Complex") (provided that some home games may be played at an alternate venue as determined by MLS) and; (B) certain additional bonus games played at the Stadium as may be designated by Galaxy in its sole and absolute discretion, such as Leagues Cup matches, or other friendly soccer matches played at the Stadium (each a "Bonus Game", and collectively, the "Bonus Games"). You acknowledge and agree that if any governing body associated with a Galaxy Game or a Bonus Game or the terms of the Stadium owner's lease requires the reconfiguration of seating at the Stadium for a Galaxy Game so as to preclude the use of the Seats during a Galaxy Game(s) or Bonus Game(s) (other than Open Cup Matches), subject to availability, Galaxy shall make available to you, at no additional charge, a number of reserved seat tickets equal to the number of Seats you would have been entitled to receive under the terms of this Agreement if the Seats were available. Such reserved seats shall be in the best available alternative location in the Stadium, to be selected by the Galaxy in its sole and absolute discretion, and your use of such reserved seats remains subject to the terms and conditions of this Agreement

(ii) attend all 2025 preseason games (and future preseason games pursuant to the auto renew provisions herein) played by the Galaxy at the Stadium (each a "Preseason Game" and collectively, the "Preseason Games") and such 2025 Lamar Hunt U.S. Open Cup home matches as designated by LA Galaxy (and future designated Lamar Hunt U.S. Open Cup home matches pursuant to the auto renew provisions herein) played at the Stadium (each a "Open Cup Match" and collectively "Open Cup Matches") with the tickets for admission to the foregoing Preseason Games and Open Cup Matches provided to you on a general admission seating basis (you will not have access to your Seats for such Preseason Games and Open Cup Matches).

(b) Provided that you are not in breach of your obligations under this Agreement, you shall also be provided the right to license the use of the Seats for all playoff home games that may be played by the Galaxy at the Stadium ("Galaxy Playoff Games") during the term of this Agreement for an additional fee and on terms and conditions designated by the Galaxy in its sole and absolute discretion. If you do not wish to license the Seats for all Galaxy Playoff Games for the fee and on the terms and conditions designated by Galaxy, you may elect to opt out of your right to purchase such Galaxy Playoff Games tickets (a "Playoff Opt-Out"), by delivering to Galaxy (at the address provided herein) written notice of your exercise of the Playoff Opt-Out within thirty (30) days of the Galaxy's' delivery to you of the invoice for those Galaxy Playoff Games to be played at the Stadium for the applicable MLS season ("Playoff Invoice") as described in more detail below. Failure to properly and timely exercise your Playoff Opt-Out as set forth in this Agreement shall be deemed as your acceptance of the terms and conditions set forth in the Playoff Invoice governing your use of your Seats for the Galaxy Playoff Games and you will be responsible for payment of all fees as set forth in the Playoff Invoice. Any use of the Seats for such Galaxy Playoff Games by you shall be subject to the same terms and conditions of this Agreement.

Your tickets do not include any other special events (such as international soccer friendlies and domestic exhibition matches) that are not otherwise designated as a Bonus Game as set forth above (each an "Excluded Event" and collectively, the "Excluded Events"). The Galaxy may offer to sell to you tickets to such Excluded Events to the extent any tickets become available, but we are not required to do so.

Your tickets to the Seats do not give you any property, leasehold or other possessory interest in the Galaxy, the Stadium or the Complex. The Galaxy may revoke this license to use your Seats and terminate this Agreement at any time, for any reason, in our sole and absolute discretion. For example, we may revoke this season ticket license and/or terminate this Agreement if you fail to make payments when due, violate this Agreement, or violate Stadium or Complex policies, rules and procedures.

Although our standard policy is to allow season ticketholders to renew their season tickets license each year in the same seat location provided such season ticket members have timely paid the License Fee and applied any Abatement in accordance with the terms set forth herein, we are not required to do so. We reserve the right to relocate your Seats in our sole and absolute discretion upon delivery of written notice to you,

provided however, if we relocate your Seats, you may terminate this Agreement by providing written notice to Galaxy within thirty (30) days after such notice from Galaxy.

Also, in the case of any season ticket member who does not have a disability requiring the use of a wheelchair, and whose seats are located in a wheelchair and companion seating area, Galaxy reserves the right to relocate such season ticket seat member if applicable laws require that Galaxy make such seat(s) available for purchase by patrons with disabilities.

You acknowledge and agree that the Galaxy and/or MLS may cancel, postpone, reschedule or relocate Galaxy Games and Galaxy Playoff Games for any reason, for example, by moving a Galaxy Games from the Stadium to an alternate venue for a special event, as determined in their sole discretion. You also acknowledge and agree that the Galaxy and/or MLS may modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of MLS games and events. In the event that any game or event for which you have purchased tickets is not played or presented at the Stadium for any reason, including, but not limited to, any preemption of such game or event, it shall in no way be deemed, argued or construed to be a breach by Galaxy of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets and, in such event, your sole remedy shall be an abatement of your fees as specified in Section 3 of this Agreement and you hereby waive and release any and all claims you may have against the Galaxy and/or MLS with respect to such game(s) or event not played or presented at the Stadium.

## PAYMENT OPTIONS & PAYMENT SCHEDULES

**2. Payment Options.** For each MLS season, the Galaxy will determine the annual fee associated with your season ticket(s) and parking if elected by you for use of your Seats for Galaxy Games (the "License Fee"). The total amount of this License Fee will be provided to you in an annual invoice.

You may pay the License Fee in one of two ways (**percentages are rounded**):

**A. Pay in Full ("Option 1"):** pay the entire License Fee on or before **September 15, 2024**, for the first MLS season under this Agreement, and then on or before **September 15<sup>th</sup>** for later MLS seasons.

**OR**

**B. Monthly Payments ("Option 2"):** pay **8.33%** of the License Fee on or before **September 15, 2024** for the first MLS season under this Agreement, and then on or before **September 15<sup>th</sup>** for later MLS seasons. Pay the remainder as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
1 <sup>st</sup> Payment	October 15	8.33% of the License Fee
2 <sup>nd</sup> Payment	November 15	8.33% of the License Fee
3 <sup>rd</sup> Payment	December 15	8.33% of the License Fee
4 <sup>th</sup> Payment	January 15	8.33% of the License Fee
5 <sup>th</sup> Payment	February 15	8.33% of the License Fee
6 <sup>th</sup> Payment	March 15	8.33% of the License Fee
7 <sup>th</sup> Payment	April 15	8.33% of the License Fee
8 <sup>th</sup> Payment	May 15	8.33% of the License Fee
9 <sup>th</sup> Payment	June 15	8.33% of the License Fee
10 <sup>th</sup> Payment	July 15	8.33% of the License Fee
11 <sup>th</sup> Payment	August 15	8.37% of the License Fee

**THE PARTIES ACKNOWLEDGE AND AGREE THAT IF PAYMENT OPTION 2, ABOVE IS SELECTED, AND YOU EXECUTE THIS AGREEMENT AFTER ANY SCHEDULED PAYMENT(S) FOR SUCH SELECTED OPTION WAS DUE PRIOR TO THE DATE OF EXECUTION, THEN THE FIRST LICENSE FEE PAYMENT FOR THE FIRST MLS SEASON WILL INCLUDE ALL PAYMENTS FOR SUCH OPTION THAT WERE DUE ON OR BEFORE THE DATE OF EXECUTION, AND THE REMAINING NUMBER OF PAYMENTS SHALL BE ADJUSTED ACCORDINGLY (FOR EXAMPLE, AS A NEW SEASON TICKET MEMBER EXECUTING THIS AGREEMENT ON JANUARY 20, 2025 AND SELECTING OPTION 2 ABOVE, YOUR FIRST PAYMENT UPON EXECUTION OF THIS AGREEMENT FOR THE FIRST YEAR SHALL INCLUDE THE 8.33% INITIAL PAYMENT, PLUS THE 1<sup>ST</sup>, 2<sup>ND</sup>, 3<sup>RD</sup>, AND 4<sup>TH</sup> PAYMENTS ABOVE, AND THE BALANCE OF THE LICENSE FEE SHALL BE PAID IN SEVEN INSTALLMENT PAYMENTS BEGINNING WITH THE 5<sup>TH</sup> PAYMENT ABOVE). PAYMENTS FOR ANY LATER MLS SEASONS SHALL BE AS SET FORTH UNDER THE SELECTED OPTION ABOVE.**

**C. Automatic Payments.**

(i) If you select Option 1, please execute and send this Agreement with full payment of the License Fee; or

(ii) If you select Option 2, please execute and send this Agreement and the Automatic Payment Authorization ("APA") which has also been provided. By submitting an APA, you understand that you are authorizing the Galaxy to charge your Card and/or Account (as those terms are defined in the APA), to pay the License Fee and any other amounts owing under this Agreement in accordance with the payment plan option you selected.

**D. Playoff Pay-As-We-Play.** Unless you timely and properly exercise your Playoff Opt-Out for the applicable MLS season as set forth in Section 1(b) above, you will be charged an additional playoff license fee designated by Galaxy in the Playoff Invoice for the first

Galaxy Playoff Game of Round 1 during any season in which the Galaxy qualifies for the playoffs. You will then be charged for each further Galaxy Playoff Game during such round and any subsequent round, as and at the time that Galaxy qualifies for such games as confirmed by MLS, through Round Four, if applicable. If any payment declines, you agree that a service charge (which will not exceed \$5.00) may be assessed on all declined transactions. You authorize the Galaxy to separately initiate a Charge (as defined in the APA below) or EFT (as defined in the APA below) to your Card or Account for any service charge you are assessed. In the event that a Charge (as defined in the APA below) or EFT (as defined in the APA below) is not successful, you authorize the Galaxy to reinitiate the Charge (as defined in the APA below) or EFT (as defined in the APA below) in accordance with applicable network rules. You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding any such fees.

**E. Default.** If you fail to pay any sums owing under the Agreement, fail to submit a completed APA by the applicable due date, or fail to make a partial payment by the applicable due date, the Galaxy may terminate this Agreement and sell your tickets to another party without further liability to you. Subject to the Arbitration Provision below, the Galaxy may use all legal rights of enforcement, such as sending your account information to a collections agency or initiating arbitration.

**F. Damages Determination in Event of Your Default.** Although we agree to use commercially reasonable efforts to relicense your Seats if we terminate this Agreement due to your default, you acknowledge that your Seats are not unique, and as long as other seats in the Stadium remain unlicensed for viewing Galaxy Games and Galaxy Playoff Games, relicensing your Seats will not necessarily mitigate our damages, as we may have otherwise been able to license other unsold seats had you not defaulted. You and we agree that for purposes of this Agreement, and without changing the character of the Agreement as a license, the Galaxy shall be considered to be in a position akin to that of a "lost volume seller" under California law in the event of your default. Therefore, the amount, if any, we may receive from the relicensing of your seats after termination of this agreement due to your default shall not be taken into account in determining our damages unless and until all of the seats in the Stadium are licensed.

### **3. Abatement.**

If the (A) Galaxy do not play a previously-scheduled regular season Galaxy Game for any reason, which Galaxy Game is not rescheduled, or the (B) Galaxy plays a scheduled regular season Galaxy Game at the Stadium but you are prohibited from using your Seats for such Galaxy Game either because the game must be played without or with limited spectators, (in each case under (A) and (B) above, an "Unavailable Game"), you will be entitled to an abatement of your License Fee (the "Abatement") for such Unavailable Game(s). The Abatement shall be calculated by multiplying the total License Fee by a fraction, the numerator of which is the number of Unavailable Games and the denominator of which is the total number of previously-scheduled Galaxy Games.

The parties further acknowledge and agree that if the First Year of this Agreement commences on a date after January 1<sup>st</sup>, you shall not be entitled to receive an Abatement for any Unavailable Games that were scheduled to occur prior to the commencement date of this Agreement.

If, for any reason, the Galaxy do not play a scheduled Galaxy Playoff Game for which you have prepaid under the provisions of Section 2(D) above, you will be entitled to refund of the the license fees attributed to such unplayed Galaxy Playoff Game ("Playoff Refund").

The Abatement or Playoff Refund, as applicable, will be applied as a credit toward your License Fee payment due for the following MLS season in connection with the renewal of this Agreement, unless you elect to cancel the Agreement's auto-renewal terms as set forth below, in which event, a refund will be paid to you within sixty (60) days after the current season ends. The Abatement shall be your sole and exclusive remedy for any Unavailable Games.

For any other default by the Galaxy under this Agreement, you may seek damages available under applicable law, but the Galaxy, the Stadium, MLS, and their related entities will not in any event be liable for damages greater than the License Fee paid by you under this Agreement.

### **4. Access.**

A valid ticket is required to enter the Stadium to view a Galaxy Game, Bonus Game and Galaxy Playoff Games. A valid ticket, may include without limitation, a physical printed ticket, an electronic ticket or such method of delivery as determined by the Galaxy. No ticket holder will be permitted to enter the Stadium if his or her ticket is lost, stolen, or otherwise misplaced. Each ticket allows access only to the seat listed on the ticket during the game listed on the ticket, and areas within the Stadium the Galaxy opens to the holder of that ticket. Ticket holders are not entitled to access any other parts of the Stadium or Complex. Tickets or seat locator should be retained throughout the game to allow your seat location to be verified. Once you have entered the Stadium, you will not be permitted to leave and re-enter.

**YOUR PERSON AND YOUR BELONGINGS MAY BE SEARCHED UPON ENTRY INTO THE STADIUM. BY PRESENTING YOUR TICKET AND ENTERING THE STADIUM, YOU AND EACH GUEST CONSENT TO SUCH SEARCHES AND WAIVE ANY AND ALL RELATED CLAIMS THAT YOU MIGHT HAVE AGAINST THE GALAXY, MLS AND ITS MEMBER CLUBS, EACH OF THEIR AFFILIATES, AND/OR AGENTS. IF YOU ELECT NOT TO CONSENT TO THESE SEARCHES, YOU WILL BE DENIED ENTRY INTO THE STADIUM.**

**5. Conduct.** You and all persons who use your season tickets or season ticketholder benefits ("Guests") shall conduct yourselves appropriately at all times and comply with all applicable laws, Stadium and Complex policies, and directions of governmental authorities and

Galaxy or Stadium / Complex personnel. You and your Guests agree to comply with all policies, rules, and regulations established from time to time by the Galaxy, Stadium and Complex in their sole discretion. If you or your Guest(s) violate any of these policies, rules, regulations, or directions, the Galaxy have the absolute right to eject you and your Guest(s) and/or terminate this Agreement. You and each of your Guest(s) agree to indemnify, defend, and hold harmless the Galaxy, the Stadium, the Complex, MLS, and each of their agents, employees, owners, partners, trustees, and related entities, from any and all claims, demands, liabilities and/or damages arising from your conduct or omissions and/or the conduct or omissions of your Guest(s) during any Galaxy game or event. You shall not mar, deface, or otherwise damage the seat(s) associated with your tickets, or any other Stadium property. You shall be responsible for and shall reimburse the Galaxy for any and all costs for repairs to your seat(s) that are not the result of normal wear and tear.

**6. No Advertising.** No one may use your ticket(s) to enter the Stadium or otherwise use your ticket(s) for advertising, promotion or other commercial purposes, including without limitation contests, sweepstakes, and giveaways, without the express written consent of MLS and the Galaxy.

**7. Resale of Tickets.** You acknowledge that you are not permitted to sell or resell tickets on Stadium, Complex or adjoining property and, thus, any such sale or resale is unlawful. The sale or resale of tickets in violation of California Penal Code § 346 or any other law applicable at the time of violation may result in fine, imprisonment or both. You acknowledge and agree that your ticket resale, transfer, or trade activity may be monitored and tracked by the Galaxy. In the event that you (1) sell, attempt to sell, or engage a third party to sell on your behalf, a substantial portion of your season tickets, or (2) the Galaxy determines that you have purchased season tickets for the primary purpose of financial gain or benefit, the Galaxy reserve the right to terminate this Agreement immediately upon written notice to you. In the event your season tickets are terminated for this reason, the Galaxy will provide you with written notice of such election, and will refund any pre-paid portion of the License Fee for which you have not received a benefit. However, and without limiting any of our rights or remedies in connection with any such breach, you shall be obligated to pay (and the Galaxy may retain) that portion of the License Fee which relates to Galaxy games which occurred before exercise of these termination rights.

**8. Risks Assumed/Waiver of Liability/Indemnity.** THIS IS AN IMPORTANT PROVISION. PLEASE READ IN FULL BEFORE ENTERING INTO THIS AGREEMENT. By entering into this Agreement, you voluntarily assume all risks and dangers incident to attending soccer games or any other events you are permitted to attend as a season ticket member, whether such risks and dangers occur before, during, or after the game or event. Such risks and dangers include, but are not limited to, any and all personal or property injury or death caused by or related to contact or interactions with soccer balls, or other game equipment, players, vendors and other persons attending or near the game or event. You agree that the Galaxy, MLS and all of its member clubs, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, Anschutz L.A. Soccer II, LLC, Soccer United Marketing, LLC, Pro Soccer Development LP, and Player Development LLC, and each of their respective employees, players, officers, directors, members, partners, owners, affiliates, sponsors, contractors, and other agents shall not be responsible or liable for any loss, damage or injury, including consequential or indirect damages, from such causes. If you are injured, ask the nearest usher for help and directions to a first aid station.

In addition, You (and your Guests) understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present, including without limitation, the Stadium or the Dignity Health Sports Park (the "Complex"); (b) no precautions, including any protocols that may be implemented by Galaxy, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, Anschutz L.A. Soccer II, LLC, California State University Dominguez Hills, California State University Dominguez Hills Foundation, MLS and each of its member clubs, Soccer United Marketing, LLC, Pro Soccer Development LP, and Player Development LLC, the opposing teams, any other professional or collegiate teams or leagues, and any of the respective facility, event or sponsors or promoters and/or other third parties (such as by federal and state governmental agencies) (collectively, the "**COVID-19 Protocols**"), can eliminate the risk of exposure to COVID-19; (c) the risks of exposure to COVID-19 are increased by proximity to other people; (d) there is no guarantee, express or implied, that Licensee and any of her/his guests will not be exposed to COVID-19; (e) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (f) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (g) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition. You and your guests also acknowledge that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time to time persons present at the Stadium or Complex or at any locations in which the Galaxy Games, Galaxy Playoff Games, Bonus Games, and related events may be held, may not comply fully with the COVID-19 Protocols. You and your guests understand that the implementation of the COVID-19 Protocols does not guarantee that You and your guests will not be exposed to or contract COVID-19 as a result of his attendance at Stadium or Complex or pass COVID-19 on to others, including You, your guests and other family members of yours and your guests. **You and your guests understand and knowingly and voluntarily assume all risks related to attending, traveling to and from Galaxy Games, Galaxy Playoff Games, Bonus Games, and related events at the Stadium and Complex.** Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from your own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). You and your guests accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that You, your Guests, or any of their respective heirs, assigns, executors, administrators, next of kin or other persons acting or claiming to act on behalf of You or your guests (the "Related Persons"), may incur in connection with the risks described above.

For purposes of this Agreement, (i) the term "**Released Parties**" shall mean Galaxy, Anschutz Entertainment Group, Inc. Anschutz Southern California Sports Complex, LLC, Anschutz L.A. Soccer II, LLC, California State University Dominguez Hills, California State University Dominguez Hills Foundation, MLS and each of its member clubs, Soccer United Marketing, LLC, Pro Soccer Development LP, and Player Development LLC, the opposing teams, any other professional or collegiate teams or leagues, and any of the respective event sponsors

or promoters and each of their officers, directors, managers, members, employees, agents, contractors, sub-contractors, representatives, successors, assigns, licensees and affiliates, and (ii) the term "Claims" shall mean any and all liability, lawsuits, causes of action and claims for damages, costs or expenses, whether past, present or future, and whether known or unknown.

In consideration for being permitted to attend Galaxy Games, Galaxy Playoff Games, Bonus Games and related events at the Stadium or Complex permitted hereunder, You and your guests, on their own behalf, and on behalf of their Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to), all Claims, including arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which You, your guests and any Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) You or your guests' exposure to COVID-19; (ii) You or your guests' attendance at the Stadium or Complex and participation in activities at or related to the Galaxy Games, Galaxy Playoff Games and related events; (iii) you or your Guests' travel to or presence at the Stadium, Complex or event; or (iv) any of the risks identified in this Agreement. You and your guests understand that this release, waiver and covenant not to sue includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers Claims of any sort, whether suffered before, during or after the Galaxy Games, Galaxy Playoff Games, Bonus Games and related events.

You recognize and agree that this release and waiver of liability is a full, general and final release and waiver of all Released Claims. You further acknowledge that License has read Section 1542 of the Civil Code of the State of California, which currently 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.

You understand that, pursuant to Section 1542, You have the right not to release existing claims of which you are not now aware, unless you voluntarily choose to waive this right. Even though you acknowledge that you are aware of such right, by entering into this Agreement, you nevertheless hereby voluntarily waive such rights and elects to assume all risks for claims that now exist in your favor, *known or unknown*, arising from the subject matter of the waiver of liability and release set forth herein.

You shall indemnify, defend and hold harmless the Galaxy, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, Anschutz L.A. Soccer II, LLC, MLS and each of its member clubs, Soccer United Marketing, LLC, Pro Soccer Development LP, Player Development LLC, the opposing teams, any other professional or collegiate teams or leagues, any lender to the Galaxy, California State University Dominguez Hills, California State University Dominguez Hills Foundation, and each of their respective affiliates, officers, employees, partners, shareholders, members, tenants, contractors and agents from and against any and all liability, losses, claims, demands, costs and expenses to which Galaxy, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, Anschutz L.A. Soccer II, LLC, MLS and each of its member clubs, Soccer United Marketing, LLC, Pro Soccer Development LP, Player Development LLC, the opposing teams, any other professional or collegiate teams or leagues, any lender to Galaxy, California State University Dominguez Hills, California State University Dominguez Hills Foundation or each of their respective affiliates, officers, employees, partners, shareholders, members, tenants, contractors and agents or any one or more of them may become subjected to by reason of your negligence or willful misconduct or your guests in the performance and observation of your covenants, duties and obligations hereunder, including violations of any rules and regulations hereunder.

If you or your guests bring a minor to an event, you and/or your guests shall be 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 you or your guest(s) do not wish to or are not authorized to grant such rights, releases and waivers on behalf of the accompanied minor(s), you and/or your guest(s) should immediately leave the Stadium or other event venue with the minor(s).

If you or your Guests bring a minor to a game or other event, you and/or your Guests shall be 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 you or your Guest(s) do not wish to or are not authorized to grant such rights, releases and waivers on behalf of the accompanied minor(s), you and/or your Guest(s) should immediately leave the Stadium or other event venue with the minor(s).

**9. Contacting You.** You authorize Galaxy and its affiliates, agents, representatives, assigns and service providers (collectively, the "Messaging Parties") to contact you (as well as your employees, agents, representatives, or other designees, collectively, the "Message Recipients") using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems (including auto-dialed texts), email, mobile applications or mobile device notifications, or any similar methods then in use in order to provide the Message Recipients with information about this Agreement and related benefits, including without limitation, information about payments and ticket offers. In addition, you hereby expressly authorizes the Messaging Parties to contact the Message Recipients using any telephone numbers (including wireless, landline and VOIP numbers), email addresses, user IDs, device identifiers, or other information which you or any other Message Recipient supplies to the Messaging Parties in connection with any additional marketing communications, promotions and offers being provided by the Messaging Parties. You understand that anyone with access to a Message Recipient's telephone or email account may listen to or read the messages the Messaging Parties leave or send to the Message Recipients, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when a Message Recipient receives a telephone call, text message, email, or other communication described in this Section, you may incur a charge (e.g., MSG & DATA rates) from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for

such charges. You agree that, unless you withdraw your consent as explained below, the authorizations you provide in this section shall survive the termination of this Agreement. Notwithstanding the foregoing, you understand that your consent to these communications and other matters in this Section is not required and is not a condition of any purchase pursuant to this Agreement or otherwise. You further agree to our [Terms of Service](#) and acknowledge our [Privacy Policy](#) and acknowledge the applicability of each policy to the terms set forth in this section.

You understand that, at any time, you may withdraw consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling **1.877.342.5299** or writing to Galaxy at [customerservice@lagalaxy.com](mailto:customerservice@lagalaxy.com), or at 18400 Avalon Boulevard, Suite 200, Carson, CA 90746 or such other address designated by Galaxy. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails. If you later begin communications through a mobile application or otherwise, you may unsubscribe or opt-out of such communications through that manner of communication, or you may contact Galaxy with questions at: [customerservice@lagalaxy.com](mailto:customerservice@lagalaxy.com).

#### **10. Miscellaneous.**

**A. Waiver; Remedies.** No failure or delay by the Galaxy to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy in case of a breach of this Agreement, shall constitute a waiver of any breach or any subsequent breach of such term.

**B. Governing Law.** Except as otherwise stated in the Arbitration Provision below, any claim, dispute or controversy arising from or relating to this Agreement, whether based in contract, tort, equity, statute or otherwise, and regardless of the place of your residence, is governed by, and construed in accordance with, federal and California law, without regard to conflict of laws principles.

**C. Joint and Several Liability.** If any holder of a ticket is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners, or joint venturers shall be jointly and severally liable for any holder of a ticket's obligations under this Agreement, whether or not the individual partners or joint venturers are signatories to this Agreement.

**D. Labor Disruptions.** Notwithstanding anything else to the contrary in this Agreement, in the event any Galaxy home game(s) at the Stadium are not played due to a strike, lockout, or other work stoppage (collectively, a "Labor Disruption"), you will remain obligated to make all payments. The Galaxy will hold such funds as a credit on your season ticket account and apply such credit towards tickets after the conclusion of the Labor Disruption.

**E. Galaxy's Excuses from Performance.** The Galaxy shall be excused from the performance of any our obligations under this Agreement so long as we are prevented by any Act of God, weather conditions, war or other national emergency, act of terrorism, any civil disturbance, Labor Disruption, pandemic, unavailability of materials or transportation facilities, or the orders or directives of any court or government agency, or any other circumstance beyond our control.

**F. Changes to Agreement.** We may add to, delete from, or change the terms of this Agreement at any time. We will inform you of changes when legally required or when we deem it appropriate to do so in our sole discretion. We may communicate changes by either mail, email or a notice on our website, and will make the updated terms available on our website. You agree that by using or allowing others to use the Seats or other rights or privileges under this Agreement after the date that changes are posted to our website, such changes will be effective for Galaxy Games, Galaxy Playoff Games, Bonus Games and related events at the Stadium or Complex after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, no later than thirty (30) days following the date that the change was posted to our website, you may terminate this Agreement by: (i) using the cancellation option in your Galaxy season ticket online account at [lagalaxy.com/stm/optout](http://lagalaxy.com/stm/optout); (ii) submitting a formal request on [lagalaxy.com/stm/optout](http://lagalaxy.com/stm/optout); (iii) calling 1.877.342.5299; (iv) sending an e-mail to: [customerservice@lagalaxy.com](mailto:customerservice@lagalaxy.com) or (v) sending a letter to Los Angeles Galaxy at 18400 Avalon Blvd., Suite 200, Carson, California 90746 or such other address designated by the Galaxy. In the event you timely terminate this Agreement, you will not be obligated to pay any remaining balance of the License Fee for the current MLS season, and any payments or deposits you have made for future tickets will be refunded.

**G. Other Terms.** The rights given to the Galaxy in this Agreement are in addition to any other rights under law. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No terms or oral promises not contained in this agreement may be legally enforced.

#### **INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

**11. Arbitration Agreement.** Unless prohibited by federal law, you and we agree to arbitrate any and all claims and disputes relating in any way to this Agreement or the parties' dealings with one another ("Claims"), except for 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 claim or dispute to be resolved by arbitration, neither you nor we will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that you or we would have if you or we went to court will not be available or will be more limited in arbitration, including the right to appeal. You and we 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 the American Arbitration Association (“AAA”) pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting [www.adr.org](http://www.adr.org). If AAA 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. The arbitration shall take place in Los Angeles, California. The arbitrator’s decision shall be final and binding. The parties agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to Guests and our employees, affiliated companies and vendors.

You and we 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 this 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 a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. If any other portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN.** If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date you enter into this Agreement. You must send your request by calling **1.877.342.5299** or sending an e-mail to: **customerservice@lagalaxy.com**. The request must include your full name, address, account number, and the statement “I reject the Arbitration Agreement contained in my season ticket agreement.” If you exercise the right to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration.

**AUTOMATIC RENEWAL**

You agree to continue to license the use of the Seats associated with your tickets under this Agreement for each MLS season after the current MLS season ends, unless and until this Agreement is terminated in the manner described below. This means that you are obligated to pay the designated License Fee to the Galaxy for every MLS season after you enter into this Agreement unless you tell us otherwise.

**Automatic Renewal Cancellation Policy:** No later than thirty (30) days following your receipt of the annual invoice provided before each MLS season, you may terminate this Agreement by: (i) using the cancellation option in your Galaxy season ticket online account at [lagalaxy.com/stm/optout](http://lagalaxy.com/stm/optout); (ii) submitting a formal request on [lagalaxy.com/stm/optout](http://lagalaxy.com/stm/optout); (iii) calling 1.877.342.5299; (iv) sending an e-mail to: [customerservice@lagalaxy.com](mailto:customerservice@lagalaxy.com) or (v) sending a letter to Los Angeles Galaxy at 18400 Avalon Blvd., Suite 200, Carson, California 90746 or such other address designated by the Galaxy. In the event you timely terminate this Agreement, you will not be obligated to pay the License Fee for the MLS season indicated on the invoice, and any deposits you have made for future tickets will be refunded.

BY CHECKING THE DIGITAL BOX BELOW AND SELECTING YOUR PREFERRED PAYMENT OPTION, you agree to the terms of this Agreement, including the Individual Arbitration Agreement and Class Action Waiver, and the Automatic Renewal provisions:

Pay In Full (Option 1)    Monthly Payments (Option 2)

**IN ADDITION**

**PLEASE SELECT THE FOLLOWING AUTOMATIC PAYMENT AUTHORIZATION (“APA”) BELOW BY CHECKING THE DIGITAL BOX**

**(You need not complete the APA to pay the License Fee under Option 1 but you must execute the Agreement and return it with payment of the License Fee.)**

**Automatic Payment Authorization (“APA”)  
(Options 2)**

**Authorization for Scheduled Payments, Dishonored Check Fees, and Late Fees.** You authorize the Galaxy (which, for purposes of this Payment Authorization, includes our service providers, agents, and assignees) to seek payment of each amount due under the Agreement (as modified herein or in any subsequent written agreement) on or after each payment due date, less any partial prepayments or other credits, by, at our option, either: (a) initiating an electronic debit to the deposit account specified below or in the Galaxy’s online ticketing system, or any subsequent or additional deposit account(s) you provide to the Galaxy (your “Account”) (each electronic debit, an “EFT”); or (b) initiating a charge to the credit card specified below, in the Galaxy’s online ticketing system, or later provided to the Galaxy by you (your “Card”) (each charge, a “Charge”). If you have provided multiple payment cards or deposit accounts to us, and in the event a payment that we attempt to

collect fails, you authorize us to attempt to collect such payment by initiating one or more payment attempts to any additional payment cards or deposit accounts that you have provided to us. **If any Card or Account that you have previously provided to the Galaxy changes or expires, you agree to promptly notify the Galaxy of such change so that there is always at least one valid Card or Account on file.** If any payment subject to this Authorization is returned unpaid, you authorize us to reinstate such payment up to two additional times (or any greater number of times permitted by applicable network rules). You agree that a service charge (which will not exceed \$5.00) may be assessed on all declined transactions. You authorize the Galaxy to separately initiate a Charge or EFT to your Card or Account for any service charge you are assessed. In the event that a Charge or EFT is not successful, you authorize the Galaxy to reinstate the Charge or EFT in accordance with applicable network rules.

*Authorization to Correct Errors and Modify Payments.* In the event the Galaxy make an error in processing a Charge or EFT, you authorize the Galaxy to initiate a credit or debit to the Card or to the Account to correct the error. If you inadvertently transpose a digit or make a similar error in providing the Galaxy with information about a payment method, you authorize the Galaxy to correct the error after verifying the information with you. Instead of or in addition to any payments described above, you authorize the Galaxy to create or initiate an EFT to the Account or Charge to the Card for any amount and on any date that you subsequently confirm by phone, text message, or email. If the amounts that result from multiplying percentages specified in a Payment Option by the remaining portion of the License Fee that you owe to us include fractional cents, you authorize the Galaxy to round the amounts up or down to the nearest penny and to make up any rounding overage or shortfall by adjusting the last payment.

*Authorization to Vary Amounts of Payments.* You have the right to receive written notice if any payment we seek will vary from the amounts authorized above. To exercise this right, please send a written request to Los Angeles Galaxy at **customerservice@lagalaxy.com** or such other address designated by the Galaxy. Unless you exercise this right, you authorize us to vary the amount of the payment we seek for any scheduled payment without notice, so long as such payment is at least 80% and no more than 110% of the amount you authorize above.

*Bank-Imposed Fees.* You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding any such fees.

*Revoking this Authorization.* **You may revoke this APA by calling the Galaxy at 1.877.342.5299 (or any subsequent number the Galaxy provides to you), sending an e-mail to: customerservice@lagalaxy.com or by writing to the Galaxy at Los Angeles Galaxy, 18400 Avalon Blvd., Suite 200, Carson, California 90746 (or any subsequent address the Galaxy provide to you) in such time and manner as to afford the Galaxy a reasonable opportunity (typically three (3) business days) to act on your request.** Should you revoke this APA without repaying the entirety of the License Fee, you will still be responsible for paying any amounts you owe under the Agreement and your future rights under the Season Ticket License will terminate as of the date of revocation.

*Miscellaneous.* You understand that a Charge or EFT may not immediately post to the Card or Account. If a Charge or EFT declines for any reason, you agree that you will be responsible for paying any and all remaining balances as well as any declined transaction fee immediately. You certify that you are an authorized signor on the Account or an authorized user of the Card. Each Charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. You understand that if you are submitting a card payment, only Visa, MasterCard, Discover and American Express cards are accepted.