

SOUTHWEST UNIVERSITY PARK AND THE EL PASO LOCOMOTIVE FC

WANT YOU TO BE SAFE AND REMAIN HEALTHY!

IMPORTANT HEALTH & WELLNESS SCREENING & WAIVER OF LIABILITY

By using this ticket, ticket holder ("Holder"), on behalf of himself/herself and on behalf of any minor accompanying Holder to the event ("Minor(s)"), agrees to the following terms and conditions. This agreement shall be governed by the laws of the state of Texas. Holder is solely responsible for reading and understanding this agreement.

In consideration of permission to enter Southwest University Park and adjacent associated areas ("the Premises"), Holder acknowledges and agrees to the following:

Acknowledgement of Potential Exposure

Naturally occurring disease processes, including, but not limited to the novel coronavirus or COVID-19, (collectively, the "Naturally Occurring Diseases") may exist in the community, including among guests and staff employed at the Premises. The Naturally Occurring Diseases create an inherent risk of transmission to attendees and staff employed at the Premises. Despite what the Released Parties (as defined below) believe are the reasonable efforts, feasible under the circumstances, to mitigate risk by cleaning the Premises, warning and screening our patrons and employees, and requesting the maintenance of "social distancing," there remains an inherent risk of exposure to the Naturally Occurring Diseases.

Health & Wellness Screening

Prior to coming to the Premises, Holder represents and warrants that Holder and Minor(s) have conducted a health assessment and certify all of the following:

- Neither Holder nor Minor(s) are experiencing any of the following symptoms:
 - A Fever of 100°F or greater
 - A new or worsening cough
 - Shortness of breath or difficulty breathing
 - Diarrhea
 - Muscle pain
 - Sore throat
 - Headache
 - Loss of taste or smell
 - Chills or repeated shaking with chills
- Holder and Minor(s) have been Fever free (without the use of fever-reducing medications) for at least 72 hours before entering the Premises
- Neither Holder nor Minor(s) have been in close contact with anyone who has exhibited any COVID-19 symptoms

- Neither Holder nor Minor(s) have been in contact with anyone who has tested positive for COVID-19
- Neither Holder nor Minor(s) have been directed to self-isolate or quarantine by their health care provider or public health official

Assumption of Risk & Waiver of Liability

Holder recognizes that attendance of Holder and Minor(s) at the Premises is voluntary and may result in exposure to and transmission of Naturally Occurring Diseases. Holder further acknowledges and accepts that it is Holder's sole responsibility to determine whether to subject Holder and Minor(s) and, individuals Holder and Minor(s) may later come in contact with, to the inherent risk of infection that attendance at the Premises entails. By using this ticket and by entering the Premises, **Holder, on behalf of himself/herself and Minor(s), acknowledges and assumes all risks and dangers associated with Holder and/or Minor(s) entering the Premises and being exposed to Naturally Occurring Diseases, including, but not limited to contraction of COVID-19.** Holder agrees that the Premises, MountainStar Sports Group LLC, and all of its series, including MountainStar USL Operations, El Paso Stadium Operations, their owners, lessees and all of their officers, agents, and employees (collectively, the "Released Parties") will not be responsible for any illness, personal injury (including death) or other loss suffered from including, but not limited to, exposure to or contraction of Naturally Occurring diseases as a result of Holder's and/or Minor(s)' attendance at the Premises or any negligence of the Released Parties.

BY ATTENDING THE PREMISES, HOLDER, ON HIS/HER OWN BEHALF AND ON BEHALF OF MINOR(S), KNOWINGLY AND VOLUNTARILY ASSUME THE RISK OF EXPOSURE TO NATURALLY OCCURRING DISEASES AND POSSIBLE INFECTION AND IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

IF MINOR(S) IS/ARE ACCOMPANYING HOLDER TO THE PREMISES, 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 NOT ENTER THE PREMISES OR SHOULD LEAVE THE PREMISES IMMEDIATELY.