

**WASHINGTON SPIRIT SEASON TICKET MEMBERSHIP
TERMS AND CONDITIONS**

BY ENROLLING IN A WASHINGTON SPIRIT SEASON TICKET MEMBERSHIP (“MEMBERSHIP”) AND UPON REMITTING ANY FULL OR PARTIAL PAYMENT TOWARD YOUR ANNUAL MEMBERSHIP PLAN, OR BY ACCEPTING DELIVERY OF YOUR TICKETS OR SEASON TICKET MEMBER BENEFITS, YOU ACKNOWLEDGE RESPONSIBILITY FOR PAYMENT OF THE FULL ANNUAL MEMBERSHIP LICENSE FEE AND ACCEPT AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS, SUBJECT TO ANY AMENDMENTS MADE FROM TIME TO TIME, FOR SO LONG AS YOUR MEMBERSHIP REMAINS IN EFFECT:

License Fee; Membership Benefits; Admission Tickets to Included Matches. Holder (as defined below) will pay to Washington Soccer Properties, LLC d/b/a Washington Spirit (“Washington Spirit”) a non-refundable annual license fee (“License Fee”) for each regular season for which the Membership is active. The License Fee includes admission ticket(s) for the seat(s) you purchased, as identified in your invoice confirming your Membership (“Invoice”) and on the tickets delivered to you, for every regular-season home match (“Included Matches”). If expressly stated in the Membership plan, the License Fee may include food and beverage served in the applicable seating area during the Included Matches. As determined by Washington Spirit, in its sole discretion, Holder may from time to time receive, but is not guaranteed, the right to purchase single game tickets to the following potential games or events taking place at the Stadium: NWSL playoff matches and any friendly match organized and/or operated by Washington Spirit at the Stadium (collectively, “Other Washington Spirit Events”). If your Membership is in good standing, Washington Spirit may also contact you regarding additional special-event ticket-purchase opportunities beyond Included Matches and Other Washington Spirit Events that are not otherwise included in your Membership. For avoidance of doubt, Included Matches and Other Washington Spirit Events are limited to Washington Spirit matches held at Stadium and, unless otherwise determined by Washington Spirit in its sole discretion, do not include Washington Spirit matches held at venues other than the Stadium. In addition, the determination whether any potential Washington Spirit friendly matches are held at Stadium or provided as Included Events in any given year will be at the sole discretion of the Washington Spirit.

Automatic Membership Renewal. For all Membership payments, your payment authorization shall remain in effect for so long as your Membership remains in effect. Provided your Membership account is in good standing, your Membership shall be automatically renewed annually in accordance with the payment plan you selected until such time as you choose to opt-out of your Membership. You understand that Washington Spirit reserves the right, upon written notification, to modify Membership costs and/or terms and conditions for future years. You will be notified of the Membership costs for each subsequent year in the current Membership year. Upon such notification, you will have thirty (30) days to opt out of your Membership for subsequent years (“Opt-Out Window”). Such notice will provide instructions for you to opt out of your Membership via an online or telephone method that will be available during the Opt-Out Window. If you do not opt out during the Opt-Out Window, you forfeit the right to cancel your Membership for the upcoming year, and you will be charged any remaining Membership costs in

accordance with the payment option selected in your Washington Spirit Account Manager. If you wish to select a different payment plan at the start of each subsequent Season, you may do so by informing your account representative prior to the deadline for the following Season; provided that no change in a payment plan will be effective until confirmed in writing by the Washington Spirit. If you timely opt out of the Membership for future years, you shall have no obligation for any future scheduled payment beyond the current Membership year, and in the unlikely event that you have any additional credit remaining on your account for beyond the current Membership year, then such credit shall remain on your account to be applied toward the purchase of tickets to mutually agreed-upon events at Stadium within the current or following calendar year. For purposes of clarity, this automatic renewal provision does not apply to fixed-length, multiyear Membership Agreements.

Revocable License. This ticket is a revocable license that only grants the ticketholder a **one-time** entry to Audi Field (the "Stadium") and a spectator seat, or standing room, for the specified game (the "Event"). **Dates and times of the Event are subject to change or cancellation.** The holder, on behalf of the holder, the holder's guests and any accompanying minors (collectively, the "Holder"), agrees that: admission is contingent on Holder's agreement to Stadium policies and these terms and conditions (collectively, the "Terms"); and by using a ticket to enter the Stadium, Holder is deemed to have read the Terms and agreed to be bound by them. Failure to comply with any of the Terms, shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle Washington Spirit to pursue all additional legal remedies available to it. Admission may be refused or withdrawn or Holder ejected at the sole discretion of the Washington Spirit or Stadium owner/operator and its affiliates (collectively, "Management").

All Sales Final. ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY IF ADMISSION IS REFUSED OR REVOKED, OR THE GAME IS NOT PLAYED FOR ANY REASON, IS A REFUND OF UP TO THE TICKET PRICE SET BY WASHINGTON SPIRIT (THE "FACE VALUE"), UNLESS OTHERWISE PROVIDED BELOW. IN NO EVENT SHALL WASHINGTON SPIRIT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET.

Security Procedures. Holder and Holder's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of Management. Holder consents to such searches and waives any and all claims relating to them. If Holder does not consent to such searches, Holder will be denied entry or ejected from the Stadium without refund. Further, Management reserves the right to refuse admission to or eject any person whose conduct, in Management's sole discretion, violates these Terms, any applicable code of conduct, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to Holder of the Face Value shall automatically terminate Holder's rights hereunder.

No Broadcasting. Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the Event for any commercial, non-personal, purpose. Holder agrees not to create, transmit, display, distribute, exploit or sell (or aid in such activity) any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the Works). Notwithstanding the foregoing, Holder agrees that by using this ticket to enter the Stadium, Holder shall be deemed to have signed this ticket and granted an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to Management (and its sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Holder's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the Event for any purpose without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

Assumption of Risk. HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATING IN ANY WAY TO THE EVENT, WHETHER OCCURRING BEFORE, DURING, OR AFTER THE EVENT, INCLUDING, WITHOUT LIMITATION, THE RISK OF CONTRACTING A COMMUNICABLE DISEASE OR ILLNESS (INCLUDING EXPOSURE TO A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), THE RISK OF PHYSICAL INJURY OR DEATH, HOWEVER CAUSED, WHETHER BY PLAYERS OR OBJECTS SUCH AS BALLS ENTERING THE SPECTATOR AREA, OR OTHERWISE, AS WELL AS THE RISKS OF LOST, STOLEN OR DAMAGED PROPERTY. THE EVENT MAY INCLUDE LIGHT, SOUND OR ELECTRONIC DISPLAYS THAT MAY POTENTIALLY TRIGGER SEIZURES FOR PEOPLE WITH EPILEPSY. HOLDER HEREBY WAIVES AND RELEASES ALL CLAIMS AND POTENTIAL CLAIMS RELATING TO ALL AFOREMENTIONED RISKS, HAZARDS AND DANGERS INCLUDING, BUT NOT LIMITED TO, THE RISK OF BEING INJURED BY BALLS, PLAYERS AND/OR OTHER PEOPLE OR OBJECTS WHICH MAY ENTER THE SPECTATOR AREA AND CAUSE SERIOUS INJURY.

In particular, Holder expressly and unconditionally assumes all risks, hazards and dangers known or unknown, foreseen or unforeseen, and relating or incidental to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof "COVID-19"). Holder understands and agrees that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the Event, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) 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.

Payment Authorization. Holder understands that by enrolling in a Membership, you authorize Washington Spirit to charge your credit or debit card on file (or withdraw from your bank account on file via an ACH electronic funds transfer, if you so elect) for the costs due for your Membership. You further understand that if you choose an installment payment plan that any subsequent installment charges will be made to your authorized card/account in association with the payment schedule on or by the last business day of each designated month until your annual Membership costs are paid in full. You hereby warrant that you have the authority to authorize charges to the listed account for your Membership. You further agree that Washington Spirit is not liable in any way for erroneous billing statements or incorrect charges and that should such an error occur in billing, you will notify Washington Spirit so that Washington Spirit can use commercially reasonable means to correct the error, if any, and you authorize Washington Spirit, if necessary, to electronically credit your account to correct erroneous debits.

Declined Payments. Holder acknowledges that if any credit/debit card or bank account information provided in connection with your Membership changes or must be replaced, you will promptly notify Washington Spirit, and this authorization will remain in effect for the new account information. Declined or expired payment methods also will need to be updated in order to take advantage of any additional ticket-purchase opportunities, including Other Washington Spirit Events. Under all payment plans, all payments are due on the dates specified regardless of match cancellations or rescheduling. Refunds or exchanges in such events will be handled under Washington Spirit's standard ticket policies and these terms and conditions. Failure to continue scheduled payments in the event of canceled or rescheduled matches may subject your Membership to cancellation, including tickets or electronic tickets that have already been issued for future events. Washington Spirit reserves the right to charge a processing fee in the event a charge is refused for any reason. Any monetary obligation in connection with your Membership that is not paid to Washington Spirit may bear a service fee accruing from such date at the rate of one and a half percent (1.5%) per month, or the maximum rate permitted by law from time to time if 1.5% exceeds such maximum rate.

Default. If Holder: fails to pay any amounts when due; fails to perform any duty or obligation hereunder; breaches a material term of these Terms; or violates any Stadium Rules or Laws, Washington Spirit may, without limiting any of its rights under these Terms, withhold distribution of tickets and/or terminate Membership (and the corresponding Account(s)) immediately upon notice to Holder. Upon termination, Holder will forfeit all rights to the tickets and Holder's obligation to pay the outstanding balance of the any amounts due to Washington Spirit by Holder, if any, will be immediately due and payable. Termination of this Membership will not affect Holder's obligations under these Terms for amounts due to Washington Spirit or otherwise limit the rights and remedies available to Washington Spirit. Washington Spirit's acceptance of the partial payment of any amounts due by Holder will not constitute a forfeiture or waiver of its right to receive the full amounts owed or of any other right or remedy available to Washington Spirit at law or in equity.

No Impairment. Holder hereby certifies, warrants, represents, agrees and covenants to Management that the Holder is: (a) free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, (i) impair, prevent or prohibit Holder from attending the Event, (ii) be affected,

aggravated or worsen in any way as a result, directly or indirectly, by Holder's attendance at the Event, or (iii) present a risk to the health of another Event Holder; and (b) of sound mind and body and not under the influence of alcohol or any drug or medication which may in any way impair Holder's ability agree to these Terms, fully understand the respective intent and meaning of all of the terms hereof or to attend the Event.

Release; Indemnity. Holder, agrees to forever indemnify, release, discharge and hold harmless Management and the NWSL from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Holder's attendance the Event and all activities associated therewith, whether or not such claims arise from alleged negligence. Holder understands that these Terms discharge Management and NWSL from any and all liability or claims Holder may have against Management and/or NWSL with respect to but not limited to bodily injury, personal injury, illness, death, property damage and any and all other liability that may result.

Emergency Medical Care. Holder hereby consents to have Management, and/or an emergency medical technician, nurse, doctor of medicine render to Holder any and all aid, medical assistance and/or treatment deemed reasonably necessary to Holder's health and well-being. Holder agrees to be financially responsible for the costs of such aid, assistance and/or treatment.

Management is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of this ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of this ticket is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund or compensation. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of Management.

Fan Behavior. Holder agrees to observe, and to cause its guest(s) and invitee(s) to observe, all rules, regulations, and policies of Washington Spirit, Stadium, NWSL or any other sports league, conference, or association, or any third-party event organizer regarding the use and occupancy of the seats (and hospitality area, if applicable) in Stadium and attendance at any event at Stadium, including any amendments or modifications that may be adopted or administered by any such entity or any successor thereto from time to time, and all or part of your rights and interests under your Membership may be revoked in the event of the failure of you, or any of your invitees or guests, to comply with such Rules and Regulations.

Seating Changes. Washington Spirit reserves the right to temporarily or permanently relocate or remove your seats for any reasonable purpose in Washington Spirit's sole discretion, including but not limited to broadcast, safety, or security reasons, in which case Washington Spirit will make reasonable efforts to relocate your seats to comparable seats of similar or greater value.

Force Majeure. Washington Spirit shall not be responsible for any hinderances or delays brought about by any Force Majeure Event. A "**Force Majeure Event**" means any cause beyond the reasonable control of Washington Spirit, including, without limitation, extreme weather, hurricane, drought, flood, earthquake, storm, fire, lightning, epidemic (including COVID-19 and

variations or mutations thereof and any related epidemics, residual effects, economic impact and results thereof), war, riot, civil disturbance, sabotage, explosions, acts of terror, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders of any governmental entity, the absence, suspension, termination, interruption, denial, or failure of renewal of, or the pendency of any litigation relating to, any entitlements, applicable permits or any changes in law.

Assumption of Risk. Holder acknowledges the inherent risks of attending live sporting and entertainment events. Holder voluntarily assumes all risks of injury, loss and other dangers arising from or related to admission to the Stadium, including but not limited to spectator or player interaction, other patrons, inclement weather conditions, facility conditions, the risk of lost, stolen or damaged property, flying balls, drones, gam and other event equipment, parts and any other object(s) and other hazards associated with attending a live soccer, sporting or entertainment event in a public forum, using the tickets and/or becoming exposed to or contracting a contagious illness, whether occurring prior to, during, or after a Game, howsoever caused and whether by negligence or otherwise. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, Washington Spirit, the NWSL, and each of their parent(s), subsidiaries, affiliates, related entities, vendors, sponsors, officers, directors, partners, shareholders, owners, members, employees, agents, successors and assigns (collectively, “Released Parties”), whether past, present or future and whether in their institutional or personal capacities are not liable or responsible for any loss, damage or injury to any person or property in or around the Stadium or in connection with any Game resulting from any cause. On behalf of Holder and Holder’s invitees, Holder HEREBY RELEASES, WAIVES, and COVENANTS NOT TO SUE each of the Released Parties with respect to any and all claims, including for negligence and/or wrongful death, that Holder or any of Holder’s guests, invitees, assigns and heirs may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described in this section.

Choice of Law; Dispute Resolution. These Terms shall be interpreted in accordance with the laws of Washington, D.C. (except as provided below). Should any current or future dispute, claim or cause of action related to the tickets, the Account or a Game arise between Account Holder and Washington Spirit, Holder shall send a written notice describing the issue (a “Dispute Notice”) to Washington Spirit Legal Department, 44050 Ashburn Shopping Plaza Suite 195-620, Ashburn, VA 20147. Holder and Washington Spirit agree to make a good-faith effort to resolve the dispute for at least sixty (60) days (the “Negotiation Period”) following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Washington, DC conducted by the Judicial Arbitration Mediation Services, Inc. (“JAMS”) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective June 1, 2021. The costs of such arbitration shall be split evenly among the parties except upon an arbitrator’s finding that such split renders the arbitration cost-prohibitive to the Holder. **Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. HOLDER AND WASHINGTON SPIRIT AGREE**

THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM.

Severability. If any of the above Terms shall be determined or found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be deemed severed from the balance of this release, which shall continue in full force and effect as if any such term or provision had not been contained herein.

Assignment. Except as expressly provided in this Agreement, Holder may not assign or transfer any of Holder's rights and obligations, in whole or in part, under these Terms without the express written consent of Washington Spirit which may be withheld for any or no reason. In the event of any attempt by Holder to offer, sell, assign or transfer its Membership rights, Washington Spirit will have the right, but not the obligation, to terminate the Membership and the Account and pursue any and all remedies available, at law and in equity.

Mobile Alerts. Holder may be presented with the opportunity to elect to receive mobile alerts regarding information and updates pertaining to a specific match, Stadium rules and any changes thereto by opting-in. If Holder opts-in to receiving mobile alerts, Holder authorizes Washington Spirit to use automated technology to send messages to the mobile phone number designated by Holder. Message and data rates may apply, according to the rate plan provided by Holder's wireless carrier. Washington Spirit will not be responsible for any text messaging or other wireless charges incurred by Holder or by a person who has access to Holder's wireless device or telephone number. Holder may not receive team alerts if the Holder's carrier or plan does not permit text alerts. Washington Spirit may send Holder a bounce back message for every message Holder sends to Washington Spirit. Service may not be compatible with all wireless carriers or devices. Holder may opt-out of receiving mobile alerts at any time by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If Holder opts-out by sending a text message, Washington Spirit will send a text to confirm the request. It may take up to 10 days to remove Holder's mobile device number from the database. For additional help, text "HELP" to the shortcode provided. Washington Spirit is not responsible for the accuracy of any information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Holder's deletion or failure to store any mobile messaging from Washington Spirit.