

## **2025 Pre-Concert Party at Fenway Park Terms and Conditions**

1. **Binding Agreement** – The individual bearing a ticket to the Pre-Concert Party at Fenway Park (“**Bearer**”) agrees to the following terms and conditions (the “**Terms and Conditions**”) in connection with his or her presence at, or participation in, the Pre-Concert Party at Fenway Park (collectively, the “**Event**”). Boston Red Sox Baseball Club Limited Partnership (the “**Club**”) reserves the right to revoke the Bearer’s ticket to the Event at any time, without advanced notice or refund, in the Club’s sole discretion. The Event ticket may not be transferred, sublicensed or sold to any third party.

2. **Code of Conduct** – Bearer agrees to (a) obey all instructions of the Event venue and its surrounding areas (collectively, the “**Venue**”) and Venue or Event personnel, (b) sit only in his or her ticketed seats and show his or her tickets when requested, and (c) comply with all transportation or Venue rules that are posted or provided to him or her, including the terms of Event tickets, and with any instructions of Venue or Event personnel, including all COVID-19 safety protocols and requirements and any other Venue operations or emergency procedures. Bearer shall not engage in disruptive behavior, including foul, abusive, derogatory, hateful or obscene language or gestures (including, but not limited to, offensive language and gestures concerning another person’s race, ethnicity, gender, religion, disability, age, sexual orientation or national origin), fighting, throwing objects or fluids, harassment of any other person, or trespassing onto the playing field or any other restricted Venue area. Bearer shall consume alcoholic beverages responsibly. Violators of the foregoing code of conduct (the “**Code of Conduct**”) risk immediate ejection from the Event (as well as the applicable Venue) and other penalties, including lifetime bans from Venues and future programs operated by the Club or its affiliates and possible arrest. Without limiting any of its other rights, the Club may eject Bearer from the Event and/or Venue if the Club determines, in its sole discretion and at any time, that Bearer violated the Code of Conduct, and any such ejection shall be at Bearer’s sole cost and expense (including transportation and lodging costs). If Bearer becomes aware of a security concern or person in need of assistance during the Event, or observes another person interfering with the enjoyment of the Event, Bearer should notify the Club, Venue or transportation provider personnel or other appropriate authority of such matter immediately.

3. **Assumption of Risk** – Bearer, on behalf of himself or herself and each of Bearer’s minor children participating or present at the Event or any Venue, knowingly and voluntarily assumes all risk and danger, known or unknown, inherent or otherwise, of property loss and personal injury (including serious bodily injury, such as permanent disability, paralysis or death) incidental to Bearer’s attendance at the Event, presence at a Venue, or participation in any activity related thereto, or the use of any of the products or services available at or in connection with the Event or the Venue, including, without limitation, the structure and condition of the Venue or its adjacent structures or surrounding areas, and exposure to or contraction of COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 or any other airborne, aerosolized or surface transmissible communicable or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, “**Communicable Disease**”), whether occurring prior to, during or subsequent to the Event or any part thereof (including, without limitation, pre-concert and post-concert activities and promotions), and agrees to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of Bearer’s (or Bearer’s minor child’s) presence at the Venue, or participation in or attendance at the Event, whether arising from Bearer’s (or Bearer’s minor child’s) actions or inactions, the actions or inactions of other Event participants, the structure or condition of any Venue, the weather or other environmental conditions in which the Event (or any part thereof) takes place, the negligence of the Released Parties named below, Event-related travel, incidents involving Venue patrons, spills of food or beverages, incidents or accidents associated with Venue crowds or the negligence, misconduct or unruly behavior of Venue patrons or other third parties, the danger of being injured by thrown, dropped or launched items, projectiles or other objects entering the stands or on the field level, and other hazards or distractions. Bearer acknowledges and agrees that such risks are not all apparent, knowable or foreseeable. Bearer agrees to discontinue his or her presence at a Venue, or participation in or attendance at the Event or any part thereof, if he or she believes that any circumstance relating to the Event or Venue is unsafe or that Bearer’s (or Bearer’s minor child’s) presence at the Venue, or participation in or attendance at the Event, will, or is reasonably likely to, result in harm to Bearer or any person traveling with Bearer, including Bearer’s minor children. If Bearer observes a significant hazard during his or her presence at the Venue, or participation in or attendance at the Event or any part thereof, Bearer shall remove himself or herself (and any person traveling with him or her, including Bearer’s minor children) from the Event or Venue (as the case may be) and bring such hazard to the attention of the nearest Event or Venue personnel. Bearer, on behalf of himself or herself and each of Bearer’s minor children participating or present at the Event or any Venue, acknowledges that the Club is not responsible for supervising Bearer or any person traveling with Bearer (including Bearer’s minor children) and agrees to assume all responsibility and liability for his or her consumption of alcoholic beverages.

4. **Waiver & Release** – To the extent permitted by law, Bearer, on behalf of himself or herself and each of Bearer’s minor children, hereby fully, completely and forever release and discharge the Club, Fenway Sports Group, LLC, and their respective affiliates, owners, general and limited partners, shareholders, directors, managers, officers, employees, volunteers, players, coaches, contractors, sponsors, vendors, licensees, partners, representatives, and agents, and the MLB Entities (collectively, the “**Released Parties**”) from any and all claims, actions, causes of action, suits, damages, judgments, demands or other liabilities whatsoever in law, at equity or otherwise, whether known or unknown, whether or not concealed or hidden, fixed or contingent, which you ever had, now have or may have in the future against any of the Released Parties, based on or arising out of any matter, cause, act or omission whatsoever, relating in any way to any personal injury or death or property loss or damage that may be suffered by any of the Releasing Parties at any time in connection with the Event, including without limitation damage or theft that may occur during the Event, such as loss or theft of luggage, or any cancellation, delay, or change to the Event or activities that result from a force majeure event, notwithstanding that any such claim, action, cause of action, suit, damages, judgment, demand or other liability results from a Released Party’s gross negligence or willful misconduct.

5. **Communicable Disease Waiver** – PLEASE BE AWARE THAT COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. BEARER AGREES, ON BEHALF OF HIMSELF OR HERSELF AND BEARER’S MINOR CHILDREN PARTICIPATING IN OR ATTENDING THE EVENT OR PRESENT AT ANY VENUE,

TO (i) ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO OR CONTRACTION OF COVID-19 OR ANY OTHER COMMUNICABLE DISEASE, AND (ii) COMPLY WITH ALL HEALTH AND SAFETY POLICIES AND PROTOCOLS (INCLUDING VACCINATION REQUIREMENTS) PROVIDED TO BEARER BY THE CLUB OR ON OUR BEHALF (INCLUDING, WITHOUT LIMITATION, BY ANY VENUE PERSONNEL), AS WELL AS CURRENT GUIDANCE OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND APPLICABLE FEDERAL, STATE, CITY AND LOCAL LAWS AND POLICIES. Without limiting the foregoing, Bearer, on behalf of himself or herself and each of Bearer's minor children participating or present at the Event or any Venue, voluntarily assumes all risk and danger in any way related to any of them being exposed to or contracting any Communicable Disease during or in connection with their participation in or attendance at the Event or their presence at any Venue. By participating in or attending the Event or otherwise being present at any Venue, Bearer, on behalf of himself or herself and each of Bearer's minor children participating or present at the Event or any Venue, acknowledges: (a) and expressly assumes the risk that any of them may be exposed to a Communicable Disease; (b) that he or she understands the risks of exposure to Communicable Disease include contracting a Communicable Disease and its associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting a Communicable Disease; (c) and understands that their interaction with the Club or Event or Venue staff, other Event participants or any other individual present at the Event or Venue poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease; (d) that it cannot be guaranteed that any of them will not be exposed to a Communicable Disease; (e) that potential exposure to or contraction of a Communicable Disease while participating in or attending the Event or otherwise being present at a Venue are risks that cannot be eliminated; and (f) understands that, if infected with a Communicable Disease, any of them may subsequently infect others even if they don't experience or display any symptoms. In connection with the foregoing, Bearer agrees, on behalf of himself or herself and each of Bearer's minor children participating or present at the Event or any Venue, that none of them will participate in or attend the Event or be present at any Venue in any capacity if, on the date of the Event, we are required or recommended by current guidance of the Centers for Disease Control and Prevention and/or applicable laws and policies of federal, state, city and/or local authorities to stay at home, quarantine and/or isolate (e.g., as a result of testing positive for, experiencing symptoms of, or being in direct contact with someone who tested positive for, COVID-19 or other Communicable Disease). Bearer further agrees, on behalf of himself or herself and each of Bearer's minor children participating or present at the Event or any Venue, that he or she will submit to any health screening or Communicable Disease testing that is required as a condition of participation in the Event or presence at any Venue. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BEARER, ON BEHALF OF HIMSELF OR HERSELF AND EACH OF BEARER'S MINOR CHILDREN PARTICIPATING OR PRESENT AT THE EVENT OR ANY VENUE, HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR, AND THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY BEARER OR ANY OF BEARER'S MINOR CHILDREN OR ANY INDIVIDUAL INFECTED BY ANY OF YOU, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN OR ATTENDANCE AT THE EVENT OR BEING PRESENT AT ANY VENUE DURING A COMMUNICABLE DISEASE PANDEMIC.

**6. Indemnity** – Bearer shall indemnify, defend and hold harmless the Released Parties from all losses, damages or other costs, (including reasonable attorneys' fees) incurred by any Released Party as a result of any claim, cause of action, demand, suit or proceeding resulting or arising from: (a) a breach of the terms of these Terms and Conditions by Bearer or Bearer's minor children participating or present at the Event or any Venue; (b) Bearer's violation of any applicable law; or (c) the negligence or willful misconduct of Bearer or Bearer's minor children participating or present at the Event or any Venue (each and "**Indemnification Cause**"). The foregoing waiver and release specifically bars, and the indemnity shall include (without limitation), any and all claims relating to ballpark design, the adequacy of warnings about risks, the use or promotion of entertainment or media that might be distracting to patrons, and any other claim for personal injury, property damage, or other loss suffered as a result of attendance at, or participation in, the Event or presence at any Venue, notwithstanding that it results from the negligence of any Released Party. Bearer consents to administration of first aid and other medical treatment and related services (including without limitation evacuation/transport) in the event of injury or illness in connection with presence at, or participation in, the Event and hereby releases and indemnifies the Released Parties from any and all losses and claims arising therefrom.

**7. License** – Bearer, on behalf of himself or herself and each of Bearer's minor children participating or present at the Event or any Venue, hereby grants the Released Parties, and others authorized by any of them, the worldwide and perpetual right and license to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, in any and all media now known or hereafter invented, in perpetuity, Bearer's name, image, likeness and/or biographical information, as well as any statement Bearer has made or may make concerning the Event for any purpose, including in connection with any telecast or broadcast of the Event (or any portion thereof), in publications, social media and for any other commercial purpose, without notification or compensation to Bearer or any other party, unless prohibited by law.

**8. Minor Participants** – If Bearer is a parent or legal guardian of any person under the legal age of majority in either (a) such person's jurisdiction of residence or (b) the jurisdiction of any Venue, which person is traveling with Bearer to, or otherwise be present at or participating in, the Event or any part thereof (a "**Ward**"), then Bearer expressly agrees to each of the foregoing terms and conditions on behalf of himself or herself and each of his or her Wards and agrees to be bound by such terms and conditions with respect to himself or herself and each of his or her Wards, including, without limitation, the Code of Conduct 1 paragraph 2, assumption of risk in paragraph 3, the waiver and release in paragraph 4, and the license in paragraph 7, all of which are hereby granted by Bearer on behalf of, and with respect to, himself or herself and each of his or her Wards.

**9. MLB Entities** – "**MLB Entities**" shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball ("**BOC**"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("**MLB Clubs**"), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., each of their parent, subsidiary, affiliated and related entities, any entity

which, now or in the future, controls, is controlled by, or is under common control with the MLB Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.