

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY IF ADMISSION IS REFUSED OR REVOKED, STADIUM CAPACITY LIMITATIONS RESULT IN HOLDER'S TICKET(S) BEING CANCELLED, OR THE GAME IS CANCELLED AND NOT RESCHEDULED FOR ANY REASON, IS A REFUND OF UP TO THE FACE VALUE OF THE TICKET SET BY MANAGEMENT ("FACE VALUE"). MANAGEMENT'S LIABILITY FOR ANY BREACH OF THE TERMS SHALL NOT EXCEED THE FACE VALUE. IN NO EVENT SHALL MANAGEMENT (BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET, REIMBURSEMENT OF ANY TRAVEL-RELATED EXPENSES OR ANY DELAY CAUSING HOLDER TO ARRIVE LATE OR MISS THE GAME FOR ANY REASON. YOUR TICKET IS A REVOCABLE LICENSE AND THE SUN BOWL ASSOCIATION (SBA) RESERVES THE RIGHT, WITHOUT THE REFUND OR ANY PORTION OF THE TICKET PURCHASE PRICE, TO REFUSE ADMISSION TO OR EJECT ANY PATRON FROM THE EVENT VENUE AT ANY TIME, FOR ANY REASON PERMITTED BY LAW.

THE HOLDER OF THE TICKET ASSUMES ALL RISKS INCIDENTAL TO ATTENDING THE EVENT FOR WHICH IT WAS ISSUED, WHETHER SUCH RISKS OCCUR PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL GAME, INCLUDING AN INHERENT RISK OF EXPOSURE TO COVID-19 WHICH MAY EXIST IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC"), SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE STADIUM AND STADIUM GROUNDS, HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

THE HOLDER AGREES TO HOLD SBA, ITS EMPLOYEES, PARTNERS, BOARD MEMBERS, VOLUNTEERS AND THE PARTICIPATING SCHOOLS HARMLESS FROM ANY DAMAGES OR INJURIES THAT MIGHT ARISE IN THE COURSE OF BEING A SPORTS SPECTATOR, INCLUDING THE RISK OF GAME BALLS FLYING INTO THE STANDS. SBA IS NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED TICKETS, NOR TICKETS PURCHASED FROM SOURCES OTHER THAN SBA OR ITS REPRESENTATIVES. NO INTOXICANTS, CONTAINERS, COOLERS, STROLLERS, FIREARMS OR UMBRELLAS ARE PERMITTED TO BE BROUGHT INTO IN THE STADIUM. NO SMOKING IS ALLOWED IN THE STADIUM. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET OR THE GAME SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN EL PASO COUNTY, TEXAS. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS THAT IT IS WAIVING THE RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE 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. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

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