



## HEALTH AND SAFETY

### WE CAN'T WAIT TO WELCOME YOU BACK TO BROADWAY.

The magic of Disney on Broadway only exists when you can join us inside the theatre. We can't wait to bring this magic back to you, our guests, for you're the reason we do what we do. The health and safety of our theatre employees, production staff, cast, and guests is our top priority. We all must feel safe for Broadway to return as we all want it to: Brighter. Stronger. Better than ever.

#### COVID-19 Safety Measures

As public health conditions change, the New Amsterdam Theatre will remain flexible and adapt to applicable health protocols, such as enhanced air filtration and ventilation, and rigorous cleaning and disinfection.

In addition to a valid ticket, to be permitted to enter the theatre:

- **Guests ages 12 and older** will need to be Vaccinated (as defined below) with an FDA or WHO authorized vaccine AND present a government-issued photo ID such as a driver's license or passport. (Guests 12-17 may use a government-issued ID or school ID, with or without a photo.)
- **Guests ages 5 – 11** may enter the theatre only when (1) accompanied by an adult who is fully vaccinated, and (2) proof of one dose of an FDA or WHO approved vaccine. **Any guest ages 5-11** whose first vaccine dose was **fewer than 14 days before the date of performance** must also present proof of (a) a negative COVID-19 PCR test within 72 hours of the performance time, or (b) a negative COVID-19 antigen test within 6 hours of performance time.
- **Guests ages 4 and under** are not permitted in the theatre.
- **Masks are required for all guests, regardless of vaccination status.**

"Vaccinated" means on the day of the performance date as shown on the valid ticket, a guest has received (a) the second dose of an FDA or WHO authorized 2-dose COVID-19 vaccine, or (b) the single dose of an FDA or WHO authorized 1-dose vaccine. For International guests, 2 doses of any "mix and match" combination of an FDA or WHO approved Covid-19 vaccines is acceptable.

- **Any guest** whose last vaccine dose (with the exception of boosters) was **fewer than 14 days before the date of performance** must, in addition to meeting these requirements, also present proof of (a) a negative COVID-19 PCR test within 72 hours of the performance time, or (b) a negative COVID-19 antigen test within 6 hours of performance time.
- Proof of vaccination must come directly from the healthcare provider that performed the vaccination. Guests can display proof on a smartphone or present a physical copy. New York State residents, or anyone who received a COVID-19 vaccine in New York State, may present proof through the use of the Excelsior Pass. Residents of other states or countries and/or those who had their vaccines administered outside of New York may also use other electronic applications recognized by their state or country.

The only exceptions to the above will be for guests:

- **Who need reasonable accommodations due to a medical exception or sincerely held religious belief.**

- **For guests who are not able to be vaccinated for one of the reasons listed above, they must provide proof of ONE of the following instead of evidence of vaccination:**
  - negative COVID-19 PCR test performed by a medical provider within 72 hours of the performance start time. The test results must clearly show the date and time of the test. - **OR-**
  - negative COVID-19 rapid antigen test taken within 6 hours of the performance start time. **The test results must clearly show the date and time of the test.** This test should be performed by a medical professional though some over-the-counter, app-based testing kits also clearly provide the date/time of the test results.

Together with the proof of vaccination,

- Guests 18 years or older must also present a government-issued photo ID such as a driver's license or passport.
- Guests 12-17 may use a government-issued ID or school ID.
- Guests under 12 do not require ID.

In order to best accommodate the validation of vaccinations, guests will be provided, several days before the performance, a specified arrival time that may be as much as 60 minutes prior to the start of the performance.

**All guests must properly wear a mask at all times while inside the building except while eating or drinking when seated.**

Please be aware the New Amsterdam Theatre will operate at 100% capacity and that you will be seated with guests directly in front of, next to and behind you.

To ensure the comfort and health of audiences, staff, cast and crew, and to prioritize their safety, the New Amsterdam Theatre has made the following improvements to the theatre:

- Air filtration system has been upgraded to MERV-15 standards.
- Hand sanitizer dispensers have been installed throughout the venue.
- Surfaces will be professionally cleaned regularly before, during and after each performance.
- Upgraded box office and ticket scanning stations to limit contact between patrons and staff.

As conditions change, we reserve the right to unilaterally adjust protocols and guidelines per updated CDC and other health recommendations and applicable law.

**Health and Safety protocols for performances of ALADDIN after February 28, 2022 will be announced at a later date.**

## **Exchanges and Refunds**

Refunds are available for tickets purchased through Ticketmaster, Broadway Direct, Broadway.com, Disney on Broadway Group Sales, Broadway Direct Group Sales or the venue Box Offices. Other approved channels may exist; please contact your ticket source to confirm their status. Refund requests made prior to the performance date should be submitted via our request form and will be reviewed and serviced promptly by a member of our team. Refund requests made on the date of the performance may be made with a phone call to the theater box office. Requestors must be ready to provide their Ticketmaster account number, verify the details of the ticket purchase, and provide proof of identity with a photo or scan of a piece of mail. Refunds are limited to 9 tickets per 90-day period.

Exchanges are subject to the policies outlined in our exchange policy:

1. Policy is valid solely for performances of THE LION KING and ALADDIN in New York City.
2. Tickets may be exchanged solely for different performances of originally purchased production.

3. Exchanges must be made no later than two hours prior to start of originally-ticketed performance.
4. Currently, there is no fee for exchanges. Exchange may be subject to additional fees if expedited delivery is requested.
5. When exchange fees are active, fee will be waived within 24 hours of original purchase.
6. Tickets may be exchanged for any other single performance on sale at time of exchange, subject to blackout dates and other restrictions. Exchanges may not be made for same performance.
7. Exchanges will only be made through original point of purchase:
  - a. For tickets purchased via Ticketmaster, contact Ticketmaster Customer Service for phone or on-line orders.
  - b. For tickets purchased at the Box Office, please contact the Box Office with the original tickets and receipt.
  - c. For group sales, exchanges can only be made through the original Agent. Group minimums still apply for any performance in which the tickets are used.
  - d. Tickets purchased via 3rd party providers are subject to their exchange policies.
8. Exchanges will be valued at original face value of the ticket purchased. Additional payments apply if choosing a performance or section that costs more than the original or if exchanges are from an originally-discounted ticket into a performance with no discounted tickets available.
9. Guests may receive partial refunds if the face value of the original ticket is higher than the face value of the new ticket. Refunds are not otherwise allowed.
10. New special offers may not be applied to exchanged tickets.
11. Exchanges may not be made to change the number of tickets.
12. Complimentary tickets and resold tickets are not eligible for exchange.
13. Other restrictions may apply. Exchange policy may change or be revoked without notice.

## Terms and Conditions of Your Purchase and Visit

**PLEASE READ CAREFULLY. THESE TERMS & CONDITIONS, INCLUDING THE COVID-19 AND OTHER COMMUNICABLE/INFECTIOUS DISEASE PROVISION (this "Agreement") CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING YOUR WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELATING TO EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE, CLASS-ACTION WAIVER, AND <sup>[1]</sup><sub>[SEP]</sub> AGREEMENT TO BINDING ARBITRATION.**

**Performance.** [Aladdin the Musical on Broadway/Lion King the Musical on Broadway] (the "Event")

**Location.** [New Amsterdam Theatre/Minskoff Theatre], the location for the performance of the Event (the "Venue")

**Tickets.** Tickets provided for attendance of the Event at the Venue, originally issued by Disney Theatrical Group, and subsequently sold by Disney Theatrical Group or a third-party reseller ("Tickets")

**Parties.** As used in this Agreement, the words I, me, my, myself and members of my party, you, or your shall individually and collectively refer to each of the individuals who sign, or are identified, at the end of this Agreement. The "Released Parties" shall refer individually and collectively to Buena Vista Theatrical Group Ltd., New Amsterdam Development Corporation, the City of New York, and Ticketmaster; and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

In consideration of attending the Performance, I acknowledge and agree to the following: **Tickets:** Each Ticket admits one person. A Ticket(s) cannot be replaced if lost, stolen or destroyed and is valid only for the Event and seat for which it is issued. Tickets are not redeemable for cash.

Each Ticket is a revocable license and admission may be refused upon refunding the purchase price appearing hereon. Under penalty of law, this Ticket may not be resold within 1,500 feet from the physical structure of the Venue if the Venue seats more than 5,000 persons or within 500 feet if the Venue seats less than 5,000 persons. The unlawful resale or attempted resale of this Ticket is grounds for seizure and cancellation without compensation.

I agree by the use of this ticket, not to transmit or aid in transmitting any description, account, picture or reproduction of the event to which this Ticket is issued. Breach of the foregoing will automatically terminate this license. I grant permission to the organization sponsoring, presenting and/or producing the event for which the ticket is issued, to utilize the holder's image or likeness in connection with any live or recorded video or other transmission or reproduction of the event for which this ticket is issued, in perpetuity, throughout the universe, in all languages, and in all media now known or hereafter devised.

Management reserves the right, without the refund of any portion of the Ticket purchase price, to refuse admission to or eject any person whose conduct is deemed by management to be disorderly, who uses vulgar or abusive language or who fails to comply with the terms and conditions herein. All persons, bags, parcels, clothing, and other items may be subject to screening and/or security checks. Large bags must be stored at coat check. Patrons with concerns may request an alternative screening process. Patrons shall not hang, display or distribute material in the theatre. Weapons of any kind (including firearms, ammunition, knives, mace, scissors, etc.), including objects that appear to be weapons or toy guns (including toy blasters, squirt guns, etc.) may not be brought into the Venue.

All persons under age 14 must be accompanied by a person 14 or older to enter the theater.

**WARNING.** WITHOUT LIMITATION OF ANYTHING SET FORTH BELOW, I VOLUNTARILY ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE EVENT FOR WHICH THE TICKET IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT. I VOLUNTARILY AGREE THAT THE RELEASED PARTIES ARE EXPRESSLY RELEASED BY ME FROM ANY CLAIMS ARISING FROM SUCH CAUSES. I ACKNOWLEDGE THAT IN THE EVENT OF CANCELLATION OR RESCHEDULING OF THE APPLICABLE EVENT, MANAGEMENT SHALL NOT BE REQUIRED TO ISSUE A REFUND, PROVIDED THAT I AM GIVEN THE RIGHT TO ATTEND A RESCHEDULED PERFORMANCE OF THE SAME EVENT, OR TO EXCHANGE THIS TICKET FOR A TICKET, COMPARABLE IN PRICE AND LOCATION, TO ANOTHER SIMILAR EVENT WITHIN 12 MONTHS OF THE ORIGINALLY SCHEDULED EVENT, AS AVAILABLE AND AS DESIGNATED BY MANAGEMENT.

**COVID-19 And Any Other Communicable Or Infectious Disease: Liability Waiver, Class-Action Waiver, Binding Arbitration, And Other Provisions**

By purchasing a Ticket(s), and in consideration thereof, and in consideration for being able to visit the Venue and/or attend the Event, I agree, understand, and acknowledge, on my own behalf and on behalf of any individual who uses a Ticket purchased by me, as follows (collectively, the "COVID-19 and Other Communicable/Infectious Disease Provision"):

**Assumption of Risk (COVID-19).** An inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. The inherent risk of exposure to COVID-19 and any other communicable or infectious disease increases with attending events in venues with other people in attendance. The risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others I later encounter, even if I am not experiencing or displaying any symptoms of illness myself.

COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the [Centers for Disease Control and Prevention](#) ("CDC"), older adults and adults of any age with certain medical conditions can be more likely to get severely ill (as defined by the CDC) from COVID-19. By visiting the Venue and/or attending the Event, I agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties. I acknowledge that my visit and participation are entirely voluntary.

**Waiver.** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to forever waive, covenant not to sue, release, and discharge the Released Parties from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all

claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to the Venue and/or attendance at the Event. This waiver of liability and the Assumption of Risk (COVID-19) set forth above is intended to be as broad and inclusive as is permitted by law.

**Acknowledgment Of Assumption Of Risk And Waiver By Other Users.** I attest, acknowledge, and agree that any individual for whom I have bought a Ticket or who uses a Ticket, purchased by me has independently and carefully read this COVID-19 and Other Communicable/Infectious Disease Provision and has knowingly and independently acknowledged and agreed to all its provisions, including without limitation (1) to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of himself, herself, or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties and (2) to agree, on his or her own behalf and on behalf of his or her heirs, executors, personal representatives, administrators, and assigns, to forever waive, covenant not to sue, release, and discharge the Released Parties from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active, or passive negligence of any of the Released Parties, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during his or her visit to the Venue and/or attending the Event.

**Third-Party Beneficiaries.** I acknowledge and agree that any individual for whom I have bought a Ticket or who uses a Ticket bought by me is and is intended to be a third-party beneficiary of that Ticket reserved by me.

**Waiver of California Civil Code § 1542.** I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**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.**

**Indemnity/Insurance.** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims made or incurred by anyone, including myself and any individual who uses a Ticket bought by me, arising out of or in any way relating to my purchase of a Ticket(s) and/or my visit to the Venue and/or attending the Event and arising out of any and all risks described above in the section titled Assumption of Risk (COVID-19) or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my visit to the Venue and/or attending the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my visit to the Venue and/or attending the Event, at my own expense.

**Scope.** I agree that the Waiver, Indemnity, and Assumption of Risk provided for in this COVID-19 and Other Communicable/Infectious Disease Provision shall cover all physical and emotional injuries and/or damages, including without limitation all illness and bodily injury (including death), whether suffered by me or anyone else before, during, or after my visit and/or participation. Additionally, I agree that the scope of the Waiver and Indemnity shall include any claims related, in whole or in part, to my own actions and the actions of third parties, whether foreseeable or unforeseeable.

**Term.** The Waiver and Indemnity provided for in this COVID-19 and Other Communicable/Infectious Disease Provision applies to any and all visitation to the Venue, attendance at the Event, and/or presence on the Released Parties' property arising out of the purchase of a Ticket(s) to which I and the Released Parties agreed to this COVID-19 and Other Communicable/Infectious Disease Provision, from the date of execution.

**Binding Arbitration.** I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THE COVID-19 AND OTHER

**COMMUNICABLE/INFECTIOUS DISEASE PROVISION OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY VISIT TO THE VENUE AND/OR ATTENDANCE OF THE EVENT, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.**

**The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this COVID-19 and Other Communicable/Infectious Disease Provision, including the arbitrability of any dispute and any claim that all or any part of this COVID-19 and Other Communicable/Infectious Disease Provision is void or voidable.**

A. In the event of a dispute, I agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I may commence an arbitration proceeding. I may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.

B. If the Released Parties and I do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of New York; provided, however, that if circumstances prevent me from traveling to the State of New York, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties' last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, the Released Parties will reimburse me for the filing fees I incurred.

**Except as provided above with respect to jurisdiction in the State of New York, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this agreement.**

**This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.**

**Venue But For Arbitration.** In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to this Agreement or COVID-19 and Other Communicable/Infectious Disease Provision shall be commenced exclusively in the New York State Supreme Court – New York County, NY, within the New York State Supreme Court – Appellate Division for the First Department (or if such Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). In any such action, I specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**Governing Law.** This Agreement, including the COVID-19 and Other Communicable/Infectious Disease Provision, shall be governed by the laws of the State of New York.

**Severability/Partial Invalidity.** If any provision or part thereof of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from the terms and conditions without affecting the binding force or effect of any other part or provision.

**Headings.** The headings contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND THAT I AM AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, INCLUDING THAT IT PREVENTS ME FROM SUING THE RELEASED PARTIES IF I AM INJURED OR DAMAGED FOR ANY REASON DUE TO THE EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE THAT MAY OCCUR WHILE ATTENDING THE EVENT AT THE VENUE.**