

RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
CAROLINA MUDCATS
BARK IN THE PARK EVENT

Event Date: _____, 2022

In consideration for the permission granted to me (the "Participant") (including my children, legally incapacitated adult(s), those in my legal custody, and/or my dog) by Mudcats Baseball, LLC ("MB") to enter areas of Five County Stadium, consisting of, but not limited to, the parking lots, any area on the playing field, including on or in the field, or the warning track, or outside of the playing field, including any steps, staircase, escalator, elevator, stands, or concourse, for the purpose of participating with my voluntary participation in the Mudcats Bark in the Park event and all related activities at Five County Stadium in Zebulon, North Carolina taking place on the above-listed "Event Date" (or any other rescheduled date in the event of cancellation) (the "Activity"), I, _____, the Participant, acknowledge, appreciate, and agree as follows:

1. The Activity I (including my children, legally incapacitated adult(s), those in my legal custody, and/or my dog) am about to engage in involves risk of serious bodily injury, including permanent trauma, disability, paralysis, and/or death, which may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, and/or the negligence of the "Releasees" named below or others. In addition, I fully understand that there may be other, additional risks either known or unknown to me, or not readily foreseeable at this time. I understand and have considered the risks involved (known and unknown), and I voluntarily and freely choose to assume these risks.

2. I represent that I am participating in the Activity at my own request and have not been required to do so by anyone, including MB.

3. I knowingly and freely assume all risks of personal injury, accident, or illness to myself, my children, legally incapacitated adult(s), those in my legal custody, and/or my dog, and all responsibility for such risks, both known and unknown, even if arising from the negligence of the Releasees named below, or others, with the exception of any harm caused intentionally or recklessly.

4. I agree that I shall be fully responsible for any damage or loss to property owned by MB, Bait Shop Management, LLC, Milwaukee Brewers Baseball Club, L.P., Wake County, the Town of Zebulon, MLB Professional Development Leagues, LLC, or any of their respective affiliates, caused by or relating to participation in the Activity.

5. I represent that the dog of which I have custody during the Activity is in good health. I confirm and assure that the dog has all required current vaccinations. I agree to abide by any decisions of any MB official concerning my ability or the ability of the dog of which I have custody to participate in the Activity safely.

6. I willingly agree to comply with the stated and customary terms and conditions of participation in the Activity and have elected to participate in the Activity on a purely voluntary basis.

7. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to participate in the Activity. I will follow any and all instructions,

recommendations and cautions of the Releasees at all times during the Activity. I will comply with all applicable laws while participating in the Activity. I will comply with all conditions of my ticket(s) and with all applicable health and safety rules, recommendations, protocols and practices of MB, Five County Stadium or any governmental authority. I have elected to participate in the Activity on a purely voluntary basis and am not under the influence of any drug, alcohol, intoxicant, narcotic, or other substance which would impair my ability to participate in the Activity. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

8. I, for myself and on behalf of my successors, heirs, assigns, personal representatives and next of kin, hereby release, discharge, and covenant not to sue Mudcats Baseball, LLC, Bait Shop Management, LLC, Milwaukee Brewers Baseball Club, L.P., Minor League Baseball, the Carolina League, Wake County, the Town of Zebulon, MLB Professional Development Leagues, their respective affiliates, or any of the officers, partners, officials, managers, coaches, players, agents, employees, or volunteers of any of the foregoing, or any other participants in the Activity (the "Releasees") from any and all liability, claims, demands, losses, or damages related in any way to any injury, paralysis, disability, death, loss, or damage to person or property incurred as a direct or indirect result of my involvement or participation in the Activity, including those caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, to the fullest extent permitted by law, with the exception of harm caused by the intentional misconduct of Releasees.

9. I, for myself and on behalf of my successors, heirs, assigns, personal representatives and next of kin, hereby agree to indemnify and hold harmless all of the above Releasees from any and all liabilities, including any and all related claims by third parties, (including attorneys' fees) related in any way to my involvement or participation in the Activity, even if arising from negligence, to the fullest extent permitted by law, with the exception of harm caused by the intentional misconduct of Releasees.

10. I represent that the dog of which I have custody during the Activity is in good health. I confirm and assure that the dog has all required current vaccinations. I agree to abide by any decisions of any MB official concerning my ability or the ability of the dog of which I have custody to participate in the Activity safely.

11. I understand that I am participating in the Activity voluntarily, not as an employee of any of the Releasees, and as such do not expect, and shall not, under any circumstances, receive wages or other compensation of any kind for participating in such Activity;

12. I hereby grant MB the perpetual right to use for publicity or promotional purposes, my name or pictures of me, my children, legally incapacitated adult(s), those in my legal custody, and/or my dog in any media without any liability or obligation to me.

13. I represent that I waive my rights to any workers' compensation insurance coverage and applicable liability insurance coverage the Releasees may carry, and hold the Releasees harmless from any liability for failure to separately maintain such insurance.

14. I represent that I have such liability insurance and/or worker's compensation insurance in the amounts I deem necessary, or that are required to take part in the Activity, and I hold the Releasees harmless from any liability for failure to separately maintain such insurance. I further waive my insurers' right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Releasees.

COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my child being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "**Communicable Disease**"), during or in connection with my/my child's participation in the Activity and/or my/my child's presence at the Activity. By participating in the Activity and/or being present at the Activity, I acknowledge and expressly assume the risk that I/my child may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that my/my child's interaction with Activity staff, participants and any other individuals present at the Activity poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Activity and/or being present at the Activity are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my child may subsequently infect others, even if I/my child don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my child will not participate in the Activity or be present at the Activity if, within fourteen (14) days preceding the Activity, I/my child (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice (each, a "**Prohibited Country**") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Country within fourteen (14) days preceding my/my child's encounter with such person. I further agree that I/my child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my child's participation in the Activity and/or presence at the Activity.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I 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 ME/MY CHILD OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY CHILD, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY AND/OR BEING PRESENT AT THE ACTIVITY DURING A COMMUNICABLE DISEASE PANDEMIC.

Participant Signature

Date Signed

Age and Date of Birth

Print Name: _____
Participant Name