

SMITH'S BALLPARK "BARK IN THE PARK" EVENT WAIVER, RELEASE OF CLAIMS, COVENANT NOT TO SUE, INDEMNIFICATION, AND LICENSE

Participant's Name: _____

Accompanying Participant: _____ Adult Minor

Accompanying Participant: _____ Adult Minor

Accompanying Participant: _____ Adult Minor

Telephone Number: _____

Address: _____

Drivers License/State ID Number: _____ State Issued: _____

Email: _____ ID Tags: Y / N Pet's Age(s): _____

Pet's Name(s): _____ Breed(s): _____ Color(s): _____

Vaccination Information (Rabies, DHLPP, Parvo, Bordetella): _____

No toys (including but not limited to frisbees, balls, chews, or ropes) are allowed.

PROHIBITED DOGS/DOG BREEDS: Wolf; Wolf Hybrids; Mixed Breed of the Foregoing; Dog(s) with Prior Incident of Biting/Attacking/Setting Upon Another Person or Animal; Dog(s) with Vicious Temper

I/We, the participants, fully understand, appreciate, and agree that I/we am/are voluntarily requesting to participate in the "Bark in the Park" Event (the "Event") at Smith's Ballpark in Salt Lake City, Utah (the "Ballpark"), which will involve my/our attendance and the attendance of my/our dog(s) of which I/we have custody and/or other dogs in the custody of others. I/We acknowledge, agree, and represent that if we attend the Event with my/our dog(s), I/we have, or will immediately upon entering and continuously thereafter, inspect the Left Centerfield Berm ("Berm") & Main Street Gardens Picnic Areas, where I/we will be permitted to watch the game with my/our dog(s) and determine that it is safe and suitable for the participation of my/our dog(s) in the Event and further agree and warrant that if, at any time, I/we determine anything to be unsafe, including the threat from other dogs participating in the Event, I/we will immediately advise as Ballpark official of such unsafe condition(s) and will leave the Ballpark with my/our dog(s). I/we understand that this inspection will include walking from the parking lot to the Berm.

I/We acknowledge that the activities of the Event can be dangerous and could involve the risk of serious injury, death, or damage to me/us, my/our minor children, my/our dog(s), others, and others' dogs. I/we acknowledge that any injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties identified below. I/We understand that my/our actions and the actions of the dog(s) of which I/we have custody and/or control during the Event or dogs in the custody and/or control of other participants may result in injuries and damages to myself/ourselves and others, whether anticipated or unanticipated, or foreseeable or unforeseeable, including my/our dog(s) as well as dogs of others by participating in this Event, including but not limited to human injury, death, and property damage, as well as injury, death and property damage to dogs. I/We agree to abide by any decision of any Ballpark official relevant to my/our ability or the ability of the dog(s) which I/we have custody or control to participate in this Event safely, and I/we further agree that Ballpark officials may authorize necessary treatment for me/us and/or the dog(s) in my/our custody or control.

I/We HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES ASSOCIATED WITH THE EVENT, including but not limited to illness, traveling to and from the Event, falls, contact with spectators at the Event, injuries or damages of any kind, including death sustained by and through other participant dogs, the effects of the weather including extreme heat, and/or condition of the premises and the Ballpark, including but not limited to sidewalks and parking lots.

I/We confirm and represent that my/our dog(s) has/have current Rabies, Distemper, Parvo, and Bordetella vaccinations, is/are in good health, is/are able to tolerate the presence of crowds and other dogs and is/are not dangerous or aggressive towards people or other dogs. I/We agree to abide by all the rules and instructions given in connection with this Event. I/We assume the risk for injuries and damages sustained as a result of the manner and method by which the Event is administered.

In consideration for allowing me/us to participate in this Event, either with my/our dog(s) or attending the event without a pet, I/we, on behalf of myself/ourselves, my/our dog(s), and for any minor child accompanying me/us to the Event, and all of our respective heirs, legatees, executors, administrators, successors and assigns, or anyone acting on our behalf, HEREBY FOREVER WAIVE,



RELEASE, AND DISCHARGE Bees Baseball Inc, (The “Salt Lake Bees”), Smith’s Ballpark and all of their respective parents, subsidiaries, affiliates, related entities, sponsors, officers, directors, employees, volunteers, agents, officials, partners, managers and shareholders, independent contractors, and other personnel or entities in any way assisting or connected with this Event (together, the “Released Parties”) from any and all claims, demands, causes of action, proceedings, losses, damages, liabilities, costs and expenses (in all cases including reasonable attorneys’ fees), of any kind or nature, for any accident, harm, bodily injury (up to and including death), illness, injury to or death of a dog, and/or loss of or damage to property that relate to or arise in any way from attendance at or participation in the Event, including traveling to and from the Event, by me/us, my/our dog(s), and/or any minor child accompanying me/us, whether caused by the negligent acts, omissions, or conduct of the Released Parties or otherwise (“Claims”). I/We **FURTHER COVENANT NOT TO SUE** or otherwise pursue any form of recovery or legal action, including arbitration, against any of the Released Parties and arising from or relating to any Claims.

I/We further agree that I/we am/are solely responsible for any and all claims, demands, causes of action, lawsuits, proceedings, losses, damages, liabilities, costs and expenses (in all cases including reasonable attorneys’ fees), of any kind or nature, for any accident, harm, bodily injury (up to and including death), illness, injury to or death of a dog, or loss of or damage to property made by any third party that relate to arise in any way, whether in whole or in part, from attendance at or participation in the Event by me/us, my/our dog(s), and/or any minor child accompanying me/us (“Third Party Claims”). In particular, I/we agree to pay all cleaning or repair costs resulting from any damage to the Ballpark caused by me/us, my/our minor child, or my/our dog(s). I/We **FURTHER AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY** any of the Released Parties from any and all Third Party Claims made against any of the Released Parties that relate to or arise in any way, whether in whole or in part, from attendance at or participation in the Event by me/us, my/our dog(s), and/or any minor child accompanying me/us.

I/We agree that the Salt Lake Bees or their designees may, without further compensation, photograph and/or record me/us and/or any minor child and/or dog(s) that accompany me/us to the Event by video or other electronic means before, during, and at the Event, and grant the Salt Lake Bees or their designees, without further compensation, an unrestricted, worldwide license in perpetuity to use, without further notification, the name, voice, image, likeness, actions and statements captured before, during, or at the Event of me/us and/or any minor child and/or dog(s) that accompany me/us to the Event, for any purpose, including but not limited to advertising, promotional or commercial purposes, in any media known or hereafter developed.

I/We represent, for both me/us and my/our minor child(ren), that I/we am/are at least eighteen (18) years of age, and I/we am/are competent to sign and agree to this Waiver, Release of Claims, Covenant Not To Sue, Indemnification, and License with full understanding of the above information. In addition, I/we represent that I/we am/are legally authorized to sign this document on behalf of any accompanying minor child(ren).

The undersigned participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Utah and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY SIGNING THIS, I/WE ACKNOWLEDGE THAT (I) I/WE HAVE READ AND AGREE TO THIS WAVIER, RELEASE OF CLAIMS, COVENANT NOT TO SUE, INDEMNIFICATION, AND LICENSE, (II) I/WE HAVE READ AND AGREE TO THE BARK IN THE PARK RULES AND INFORMATION, (III) I/WE HAVE VOLUNTARILY SIGNED BELOW, AND (IV) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME/US BY THE RELEASED PARTIES.

Date: _____ By: _____ Name: _____
(Signature of Participant*) (Printed Name of Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

* Must be 18 years of age or older

