



PROUD DOUBLE-A AFFILIATE OF THE NEW YORK METS



EXPRESS ASSUMPTION OF RISK, EXCULPATORY AGREEMENT, RELEASE AND WAIVER OF LIABILITY – Bark in the Park

I, _____, (please print) fully understand, appreciate and agree that I have voluntarily requested to participate in an event entitled “Bark in the Park” at Mirabito Stadium (the “Ballpark”), in Binghamton, New York, on _____ (the “Event”), which will involve my attendance and the attendance of my dog(s) of which I have custody and/or control and other participants and their dog(s) (collectively, referred to herein as the “Dogs”). In consideration for allowing me to participate in this Event with the Dogs, I hereby agree, for myself, my heirs, legatees, distributees, executors, administrators, successors and assigns, and anyone acting on my behalf to release, hold harmless, and forever discharge Diamond Baseball Holdings, DBH (the “Binghamton Rumble Ponies”) and each of their respective employees, volunteers, directors, officers, partners, affiliates, owners, administrators, representatives, agents, successors and assigns and the City of Binghamton, New York, and their respective directors, trustees, officials, members, officers, employees, agents and servants (hereinafter collectively and severally referred to as “the Releasees”) from all liability for any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever and particularly on account of any injuries or damages (e.g., including, but not limited to, dog bites), both to person and property, including, without limitation, to or by any animals owned or supervised by any attendee and/or economic and non-economic losses which I may suffer, which may result from, or develop as a result of, my or the Dogs’ participation in the Event, to the fullest extent permitted by law. I further agree that if, despite this Express Assumption of Risk, Exculpatory Agreement, Release and Waiver of Liability (the “Release and Waiver”), I, or anyone on my behalf, makes a claim against the Releasees, to the fullest extent permitted by law, I will indemnify, save and hold harmless the Releasees from any related damages, losses and expenses including, but not limited to, legal fees, court costs, litigation expenses, settlements and judgments. I understand that this is the only basis upon which the Binghamton Rumble Ponies will allow me and the Dogs to enter Mirabito Stadium and to participate in the Event. I understand I will not be insured for any injuries or damages sustained at the Event by any of the Releasees.

I accept personal responsibility for any and all actions of the Dog and agree that the Dog will be in my care and control during the Event. I hereby represent and confirm that the Dog is in good health and current on all vaccinations, including, without limitation, Rabies, Distemper, Parvo, Leptospirosis, Parasites, Bordetella, and that the Dog is not the subject of a quarantine order, a pending adjudication or administrative hearing, and has never been declared a dangerous, potentially dangerous, or vicious or potentially vicious dog.



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I acknowledge that the Binghamton Rumble Ponies reserve the right to exclude or eject any and all unruly, rowdy or disruptive owner or Dog from the Event and/or the Ballpark without liability, and that I shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of my or my Dog's disruptive behavior and/or ejection. I further agree that any Binghamton Rumble Ponies or other Ballpark official may authorize necessary treatment for me and/or the Dog in the event of injury.

- The Binghamton Rumble Ponies reserve the right to refuse entry to any dog.
- All dogs must have ID tags, be on a leash at all times, have current rabies vaccination and accompanied by someone 18 years of age or older.
 - Release and Waiver must be accepted for entry.
 - Participating dogs must be at least 6 months old.
 - It is the dog owner's sole responsibility to care for and be in control of their pet while at Mirabito Stadium.

I understand and agree that any injury, damage, or loss, of any kind whatsoever, to any person, animal, or property at the Event, caused by me or the Dogs is solely my responsibility, and I will indemnify, save and hold harmless the Releasees from any damages, losses, and expenses including, but not limited to, legal fees, court costs, litigation expenses, settlements and judgments, to the fullest extent permitted by law. Neither this waiver nor the circumstances leading to its execution shall be deemed an acknowledgement by the Releasees that, as of the date hereof, any such claim exists or will exist or that the activities and events of the Releasees are hazardous or present unusual risks. The undersigned is aware of the risks of attending, traveling to and participating in the Event, interacting with the Dogs or their owners and hereby assumes all risks of injury and damages caused by the Dogs (including, but not limited to, dog bites). The risks include those foreseen and unforeseen, known and unknown. I also understand and agree that the parties named above may subsequently use, for publicity or promotional purposes, my name, portrait, picture and likeness, and the name and pictures of the Dogs, without further notice or compensation, or any liability or obligation to any of the parties named above. I understand that this Express Assumption of Risk, Exculpatory Agreement, Waiver and Release is a legal document and affects my legal rights, if any. I hereby declare that I have read and understood and voluntarily accept the terms and conditions of this Release and Waiver. I have read and understand all of the above on this the _____ . (Must be age 18 or older)

Signature _____

Print Name _____



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