Participant Release and Waiver

PLEASE READ THIS RELEASE CAREFULLY. THIS IS A BINDING CONTRACT. YOU MUST EXECUTE THIS RELEASE AND AGREE TO ITS TERMS IN ORDER TO ENTER [EXCITE BALLPARK] AND THE SURROUNDING AREAS (THE "BALLPARK")

I, the undersigned, fully understand, appreciate, and agree that I have voluntarily requested to participate in an event entitled "[Bark at the Park]" at the Ballpark ("Event"), which will involve my attendance and the attendance of my dog(s) which I have custody and control over (my "Dog") at the Ballpark. I acknowledge, agree, and represent that I have, or will immediately upon entering and continuously thereafter, inspected the area that I will be permitted to watch the game with my Dog and determined that it is safe and suitable for my Dog's participation in the Event and further agree and warrant that if, at any time, I feel anything to be unsafe, including the threat from other dogs participating in the Event, I will immediately advise a team representative of such unsafe condition(s) and will leave the Ballpark. I acknowledge that the activities of the Event can be dangerous and could involve the risk of serious injury, death, or damage to me or my Dog. I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees. I understand that my actions and the actions of my Dog during the Event may result in injuries and damages to myself and others, whether anticipated or unanticipated or foreseeable or unforeseeable, including to my Dog as well as dogs of others, by participating in the Event. I understand that I assume the risk and responsibility for any and all risks associated with participating in the Event, including, but not limited to, injury, death, and property damage to myself, my Dog, or otherwise, as well as a significant risk of contracting communicable diseases, illnesses and/or conditions, including, without limitation, Communicable Disease (as defined below) (collectively, "Illnesses"). I agree to abide by any decision of any team official relevant to my ability or the ability of my Dog to participate in the Event safely, and I further agree that team officials may authorize necessary treatment for me and/or my Dog. I further assume any and all risks associated with my participation in the Event, including, but not limited to, illness, traveling to and from the Event, falls, contact with spectators at the Event, injuries or damages including death sustained by and through other participant dogs, the effects of the weather including extreme temperature and humidity, the condition of the premises and the Ballpark, including sidewalks and parking lots, and inherent to the game of baseball, such as being injured by a batted or thrown ball, a baseball bat, or other projectile from the field, stands, or other areas of the Ballpark, and I understand and agree that all such risks are appreciated by me. I confirm and assure that my Dog has current Rabies, DHLP, Parvo, and Bordatella vaccinations, is in good health, is able to tolerate the presence of crowds and other dogs, and does not normally demonstrate dangerous or aggressive behavior towards persons or other dogs. I agree to abide by all the rules and instructions given in connection with the Event. I assume the risk for injuries and damages sustained as a result of the manner and method by which the Event is administered. I acknowledge that I have completed this Release and I understand that I am solely responsible for the accuracy of information that is contained therein.

I HAVE READ THIS WAIVER AND I AM COMPETENT TO SIGN THE WAIVER WITH FULL UNDERSTANDING OF THE ABOVE INFORMATION. IN CONSIDERATION FOR ALLOWING ME TO PARTICIPATE IN THE EVENT WITH MY DOG, I HEREBY FOR MYSELF, MY HEIRS, EXECUTORS, AND ADMINISTRATORS OR ANYONE ACTING ON MY BEHALF, WAIVE, RELEASE, COVENANT NOT TO SUE, AND FULLY DEFEND, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE [DBH SAN JOSE LLC], DIAMOND BASEBALL HOLDINGS, LLC, MLB PROFESSIONAL DEVELOPMENT LEAGUES, LLC, THE OFFICE OF THE COMMISSIONER OF BASEBALL, MAJOR LEAGUE BASEBALL YOUTH FOUNDATION, MAJOR LEAGUE BASEBALL PROPERTIES, INC., MLB ADVANCED MEDIA, L.P., EACH OF THE MAJOR AND MINOR LEAGUE BASEBALL CLUBS, AND MINOR LEAGUE BASEBALL UMPIRE DEVELOPMENT, AND EACH OF THEIR RESPECTIVE PARENTS AND AFFILIATED AND SUBSIDIARY COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICIALS, OWNERS, GENERAL PARTNERS, LIMITED PARTNERS, STOCKHOLDERS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND, IN ALL CASES, EACH OF THEIR RESPECTIVE AFFILIATES, PLAYERS, COACHES, SUPERVISORS AND/OR VOLUNTEERS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) OF ANY KIND ARISING OUT OF MY OR MY DOG'S PARTICIPATION IN THE EVENT, REGARDLESS OF WHO CAUSES THE INJURY, DEATH, OR DAMAGE SUSTAINED, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND REGARDLESS OF WHETHER BASED ON FAULT OR NEGLIGENCE OR OTHERWISE.

I hereby consent and grant permission to the use of my or my Dog's name(s), likeness(es), image(es), voice(s), recording(s), biographical information, and/or other identification ("Releasor Likeness") by the Releasees for any purpose, worldwide and in perpetuity, in any medium now known or hereafter devised, without a right to prior review or approval of such use and without compensation or any additional consideration due or owing to me. I hereby forever discharge and covenant not to sue or initiate any legal proceedings against any or all of the Releasees, with respect to any claim (i.e., invasion of privacy, defamation, false light, or misappropriation of name, likeness, or image) arising out of, in connection with, or relating to any or all of the Releasees' use and/or publication of the Releasor Likeness.

This Release shall be governed by the laws of the State of [CALIFORNIA], without regard to applicable conflicts of laws

provisions. Any dispute, claim, or cause of action arising out of this Release shall be settled by mandatory, confidential, final, and binding arbitration and administered by and in accordance with the rules of the American Arbitration Association. I shall not be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If any portion of this Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, AM OF LEGAL CAPACITY TO EXECUTE THIS RELEASE, AND HAVE KNOWINGLY AND WILLINGLY SIGNED AND DELIVERED THIS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES OR DAMAGES THAT I OR MY DOG MAY INCUR AS A RESULT OF OR INCIDENT TO OR OTHERWISE IN CONNECTION WITH MY AND MY DOG'S PARTICIPATION IN THE EVENT OR ANY USE AND/OR PUBLICATION OF MY OF MY DOG'S NAME(S), LIKENESS(ES), IMAGE(S), VOICE(S), RECORDING(S), BIOGRAPHICAL INFORMATION, AND/OR OTHER IDENTIFICATION BY ANY OR ALL OF THE RELEASEES.

COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

For the sake of clarity and for purposes of this Release, "Illnesses" includes, without limitation, 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"). This section is an acknowledgement and express assumption of risk and release of liability in any way related to me being exposed to and/or contracting Communicable Disease, during or in connection with my participation in the Event at the Ballpark. By participating in the Event and/or being present at the Ballpark, I acknowledge and expressly assume the risk that I 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 interaction with staff, participants and any other individuals present at the Ballpark during the Event poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Event and/or being present at the Ballpark, are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I may subsequently infect others, even if I do not experience or display any symptoms.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASEES FOR, AND THE RELEASEES 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, ILLNESS OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, PARTICIPATION IN THE EVENT AND/OR BEING PRESENT AT THE BALLPARK.

I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "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."

I have read this entire waiver and release. I fully understand and acknowledge that I have had the opportunity to review this waiver and release and I agree to be legally bound by. THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Date:_____
Participant Name:_____
Signature: _____
Address: _____
City: _____State: _____ Zip: _____
Phone: _____ Email: _____