

ALBUQUERQUE ISOTOPES 2023 “BARK IN THE PARK”

Participant Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of Albuquerque Baseball Club, LLC. (“Club”) allowing my dog and me to participate in the above event (the “Event”), I hereby agree as follows:

I own my dog; my dog has current rabies vaccinations; my dog is not in heat; my dog is in good health; my dog does not have any condition which could pose a health or safety risk; and my dog is good with other people and dogs and has no history showing otherwise. For reasons of safety and convenience, I agree to abide by all rules, instructions and directions given in connection with the Event, including, without limitation, to promptly leave RGCU Field at Isotopes Park with my dog if asked to do so for any reason whatsoever.

I fully understand that participating in the Event can be HAZARDOUS, and involve known risks and unanticipated risks which could result in INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to myself, my dog, my property, and to other third parties and their property, including their dogs, which may be caused by, without limitation, my own actions, or inactions, those of others participating in the Event and their dogs, or those of other spectators; the conditions in which the Event takes place, including weather conditions and the condition of RGCU Field at Isotopes Park and its premises; the manner and method by which the Event is conducted; or the negligence of the “Releasees” named below. I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I or any third parties incur as a result of my participation in the Event.

I, on behalf of myself and anyone who obtains any rights from me, hereby forever release, discharge, and covenant not to sue the Club, Major League Baseball Professional Development Leagues (MLB PDL), the various MLB PDL teams, City of Albuquerque, and their respective parents, subsidiaries, affiliates, directors, officers, employees, agents, partners, administrators, volunteers, insurers, players, coaches, umpires, spectators, successors and assigns of each of the foregoing, other participants in the Event, and any sponsors or advertisers of any of the foregoing (each considered one of the “RELEASEES” herein) from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys’ fees and costs) (collectively, “Losses”) arising out of or in any way related to my participation in the Event and related activities, including, but not limited to, Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee or otherwise, including negligent rescue operations. I further agree to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this document (this “Release”).

I hereby grant to the Club, MLB PDL, their affiliates, successors and assigns a perpetual, irrevocable, royalty-free and transferable license to use my likeness and personal attributes, and to modify and present same in any manner and in any medium (including, without limitation, broadcast, telecast or photograph), for any purpose.

I have read this Release, understand that I have given up substantial rights, have signed it freely, and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder shall be enforceable to the full extent allowed by law. No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys’ fees and costs. This Release shall be binding upon the undersigned, and his/her successors, assignees, subrogors, heirs, next of kin, and legal and personal representatives. This Release shall be governed by and construed in accordance with the laws of the state of New Mexico. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City of Albuquerque and County of Bernalillo, New Mexico. If participant is under 18 years of age, participant’s parent or guardian must sign this Release, by which the parent or guardian makes the same representations, covenants and releases as participant on behalf of participant and on behalf of the parent or guardian.

Participant Signature (must be 18 or signed by parent or guardian): _____

Printed Name: _____

Drivers License No. _____

Date: _____