



**POST OFFICE BOX 883
MODESTO, CA 95353**



**(P) 209-572-HITS (4487)
(F) 209-572-4490**

Thank you for your interest in the Modesto Nuts' "Pups & Pints" event (the "Event")! Please carefully review the following information and, if you still wish to participate in the Event after reading this information, please sign this form to indicate your agreement.

Release & Waiver of Liability

I hereby acknowledge that my voluntary participation in the Event, located at John Thurman Field in Modesto, California (the "Ballpark") may result in personal injury to me and/or my dog(s) ("Dog"). By participating in, attending and/or observing the Event, I acknowledge and assume all risks and danger to me that are incidental to or in any way arise from the Event, including, without limitation, all risks and danger inherent in a canine-oriented event (e.g., dog bites, fights or altercations, falls, contact with spectators at the Event) or the sport of baseball (e.g., throwing and/or batted balls, thrown bats, or contact or collisions with any other persons).

I accept personal responsibility for any and all actions of the Dog, including without limitation any damage to persons, property, and/or other dogs, and agree that the Dog will be in my care and control during the Event. I acknowledge that the Dog may be only on the West side of the Ballpark (including the beer garden, west grandstand, and puppy pad); if I enter the Ballpark on the East side with my Dog I understand I will need to be escorted to the West, dog friendly side of the Ballpark by an authorized representative of the Modesto Nuts. I understand that I am responsible for cleaning up after my Dog at all times during the Event.

I hereby represent and confirm that the Dog is in good health and current on all vaccinations, including 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. I agree to be bound by the terms of the rules and regulations established by the Modesto Nuts and the City of Modesto, as applicable, for both the Ballpark and the Event, and I will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations as well as all rules and regulations that are adopted for this Event by the Modesto Nuts, the City of Modesto, or its respective representatives. I acknowledge the Modesto Nuts 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 Ballpark official may authorize necessary treatment for me and/or the Dog in the event of injury.

I understand that The Baseball Club of Modesto, LLC, its affiliates, and their respective owners, employees, and representatives (collectively, the "Modesto Nuts"), are not responsible for me, including any injury or damage to me, my Dog, or my property while I am participating in the Event. **I AGREE THAT I WILL NOT SUE THE MODESTO NUTS FOR ANY CLAIMS, INJURIES, OR DAMAGES THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION. I UNDERSTAND THAT I AM SOLELY LIABLE FOR ANY INJURY TO PERSONS AND/OR OTHER DOGS AND DAMAGE TO PROPERTY CAUSED BY THE DOG. I HEREBY AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE MODESTO NUTS AND ANY OF ITS AFFILIATED ENTITIES, MAJOR LEAGUE BASEBALL AND EACH OF ITS MEMBER CLUBS, ANY SPONSOR OF THE EVENT, THE CITY OF MODESTO AND OTHER AFFILIATED ENTITIES OF THE MODESTO NUTS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITES, DEMANDS (OR OTHER LEGAL ACTIONS), LOSSES, DAMAGES, COSTS AND/OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS) FOR PERSONAL INJURY, PROPERTY DAMAGE AND ANY OTHER INJURY OR LOSS OF ANY KIND ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM MY AND/OR MY DOG'S PARTICIPATION IN AND/OR ATTENDANCE AT THE EVENT REGARDLESS**



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OF WHO CAUSES THE INJURY OR LOSS SUSTAINED AND REGARDLESS OF WHETHER BASED ON FAULT OR NEGLIGENCE OR NOT.

I have had the opportunity to review this document and to ask any questions I have about it. My questions, if any, were fully answered. I understand that this is a **LEGALLY BINDING WAIVER OF ALL LIABILITY** and, in consideration for being allowed to participate in the Event and related activities, agree to all of the above terms, which are binding upon me and my heirs and assigns. This Release & Waiver of Liability is to be interpreted consistent with the laws of the State of California. If any portion of this agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be deemed severable and enforced to the maximum extent consistent with the law.

Permission to Use Likeness

I further agree that by signing below, and in consideration of my participation in the Event, I authorize the Modesto Nuts and other affiliated entities to depict in perpetuity my and my Dog's likeness, images, name, words, voice and biographical information ("Images") in photographic or other works appearing in any and all media for purposes of promoting, advertising, or marketing current or future events related to baseball; and I agree that such Images may be used by them for that purpose without compensation.

I have read the information above and agree to these terms.

Dog Owner's Name (Print Please) _____

Dog Owner's Signature: _____

Today's Date: _____