

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

NOTICE: This **RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT** (“Agreement”) has legal consequences. READ IT CAREFULLY BEFORE SIGNING.

In consideration of me, and my dog(s) which I have custody, being permitted to participate in the **DOG DAY 2021** activities to be held in and around Segra Stadium (the “Ballpark”) on _____, 2021, (the “Event”), I hereby freely agree to make the following contractual representations and agreements.

I acknowledge and understand that my participation in the Event is voluntary. I agree and represent that I have, or will immediately upon entering and continuously thereafter, inspect the area where 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 determine anything to be unsafe, including the threat from other dogs participating in the event, I will immediately advise a Ballpark official of such unsafe condition(s) and will leave the Ballpark with my dog.

I fully realize the inherent dangers and risks of participating in the Event and fully and voluntarily assume such dangers and risks associated with this event, including, but not limited to injury, death, and property damage, as well as injury death and property damage to my dog(s). I understand that my actions and the actions of the dog of which I have custody and/or control during the Event may result in injuries and damages to me and others, whether anticipated or unanticipated, or foreseeable or unforeseeable. I hereby represent that I have adequate medical insurance covering the possible injuries that may occur as a result of my participation in the Activity. I further represent that I do not have any physical condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity medically inadvisable. I agree to abide by any decision of any Ballpark official relevant to my ability or the ability of the dog of which I have custody to participate in this Event safely, and I further agree that Ballpark officials may authorize necessary treatment for me and/or the dog in my custody.

I confirm and assure that my dog has current Rabies, Distemper, Parvo, and Bordatella vaccinations good through the “Event”, is in good health, is able to tolerate the presence of crowds and other dogs, and does not demonstrate dangerous or aggressive behavior towards persons or other dogs. I acknowledge and understand that I am required to bring a copy of the vaccination records with me to the Event. I agree to abide by all the rules and instructions given in connection with this Event.

For myself, my dog(s), and for any minor child accompanying me to the Event and all of our respective heirs, executors, administrators, personal or legal representatives, assigns and successors in interest (hereinafter collectively “successors”), I hereby waive, release and discharge any and all claims, demands, suits, causes of action, liability, judgments, damages, costs and expenses (including attorney’s fees and court costs) (collectively, “Claim(s)”) arising from, related to, or in any way connected with the Event which I have or which may hereafter accrue to me or my dog(s) against Fayetteville Baseball Club, LLC, its and their assignees, transferees and/or licensees, parents, subsidiaries and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees, any promoting organization(s), media partners, and their respective agents, officials and employees (hereinafter collectively the “Released Parties”). This Agreement specifically includes, without limitation, all Claims in tort or contract, strict liability, and all Claims seeking compensatory or punitive damages, consequential, incidental, or direct damages, attorney’s fees, costs, injunctive relief, or any other relief whatsoever.

I hereby agree to defend, indemnify and hold harmless the Released Parties from all claims or causes of action caused by, resulting from, arising or growing out of or in any way connected with my dog’s participation in the Event, including, but not limited to, all claims and causes of action arising out of damage to any property or injury to or death of, any person in, upon, or about the premises of the Ballpark.

I hereby acknowledge, irrevocably consent and grant to the Released Parties the unrestricted, perpetual, worldwide, royalty-free, fully paid and transferable right and license to use and exploit, and grant others the right to use and exploit, my name, photograph, picture, voice, or other likeness of me and my dog(s) depicted in connection with the Event (hereinafter, the “Images”) for any lawful purpose without further compensation, including but not limited to commercial purposes, advertising, marketing, and promotional materials, and in any manner, form, format or media, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied. I hereby grant to the Released Parties the right to copyright and otherwise secure proprietary rights without limitation or reservation. I acknowledge that the Released Parties is and will be the sole and exclusive owner of all rights in and to the Images. Additionally, I hereby waive any and all moral rights in such images (to the extent any moral rights exist in such Images), any claim that I may have based on rights of publicity, privacy, or any other rights that may arise based on the use of my Images. I hereby waive any right I may have to inspect and approve such Images or any use thereof by the Released Parties. I consent to the release of my name, both verbally and in print, when used in conjunction with the above represented Images. Accordingly, I hereby and forever, irrevocably and unconditionally release and discharge the Released Parties from any and all Claims relating to or arising from the Images or any past, present, or future use thereof.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN CONFORMITY WITH THE LAWS OF THE STATE OF SOUTH CAROLINA (EXCLUSIVE OF CONFLICTS OF LAWS PRINCIPLES). EACH PARTY HEREBY EXPRESSLY CONSENTS TO AND WAIVES ALL RIGHTS WHICH IT MAY HAVE TO MAKE ANY OBJECTIONS BASED ON JURISDICTION, VENUE, OR SUFFICIENCY OF PROCESS TO ANY SUIT BROUGHT TO ENFORCE THIS AGREEMENT IN CUMBERLAND COUNTY, NORTH CAROLINA.

If any of the provisions of this Agreement are determined to be illegal, invalid, unconscionable or unenforceable for any reason, I agree that the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND INTEND TO BE BOUND BY IT.

PRINT PET OWNER'S FULL NAME

PET OWNER'S SIGNATURE

NAME OF DOG

BREED OF DOG

DATE

DATE OF DOG'S MOST RECENT VACCINATION FOR:

RABIES: _____

DHPP: _____

BORDETELLA: _____

DATE OF CITY OF FAYETTEVILLE REGISTRATION IF APPLICABLE:

(Note: If a resident of City of Fayetteville, must provide date of registration)