"MUTT MONDAYS"
WAIVER, INDEMNIFICATION, RELEASE OF CLAIMS AND COVENANT NOT TO SUE AND LICENSE

Participant's Name: _____
Telephone Number: _____
Address: _____
Email: _____
Pet's Name: _____

I, the undersigned, fully understand, appreciate and agree that I have voluntarily requested to participate in the "Mutt Monday" event (the "Event") at Las Vegas Ballpark in Las Vegas, Nevada (the "Ballpark"), which will involve my attendance and the attendance of my dog of which I have custody. I acknowledge, agree, and represent that I have, or will immediately upon entering and continuously thereafter, inspect the Right Field Berm where I will be permitted to watch the game with my dog and determine 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 acknowledge that the activities of the Event can be dangerous and could involve the risk of serious injury, death, or damage to me, my dog, others, and others' dogs. I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties identified below. I understand that my actions and the actions of the dog of which have custody and/or control during the Event may result in injuries and damages to myself and others, whether anticipated or unanticipated, or foreseeable or unforeseeable, including my dog as well as dogs of others by participating in this Event. I understand that I assume the risk and responsibility for any and all risks associated with participating in this Event, including but not limited to injury, death, and property damage, as well as injury, death, and property damage to dogs. 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 further understand and assume any and all risks associated with my participation in this 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 heat, and/or the condition of the premises and the Ballpark, including sidewalks and parking lots.

I represent and warrant that my dog has current Rabies, Distemper, Parvo, and Bordatella vaccinations, is in good health, has previously been exposed to and is able to tolerate the presence of crowds and other dogs, has never demonstrated dangerous or aggressive behavior towards any persons or other dogs and has never bitten another dog or any person. I understand that at all times while on any part of the Ballpark premises, it is my strict responsibility to keep my dog on a leash, controlled and always in close proximity to me. I agree to abide by all rules and instructions given in connection with this Event. I understand that the Released Parties are relying on the above representations and warranties and would not allow me or my dog the ability to participate in the "Mutt Monday" but for these representations and warranties. I assume the risk for injuries and damages sustained as a result of the manner and method by which the Event is administered.

In consideration for allowing me to participate in this Event with my dog in my custody and control, I agree, for myself, my dog, and for any minor child accompanying me to the Event, and all of our respective heirs, legatees, executors, administrators, successors and assigns, or anyone acting on

our behalf ("Releasors"), to forever waive, release, and discharge Summerlin Las Vegas Baseball Club, LLC (the "Aviators"), Clark County Las Vegas Stadium LLC, and all of their respective parents, subsidiaries, affiliates, related entities, sponsors, officers, directors, employees, agents, officials, partners, managers and shareholders, and other personnel or entities in any way assisting or connected with this Event (together the "Released Parties"), from any and all claims, demands, causes of action, proceedings, losses, damages, liabilities, costs and expenses (in all cases including reasonable attorneys' fees), of any kind or nature, that relate to or arise in any way from attendance at or participation in the Event by me, my dog, and/or any minor child accompanying me, expressly including any claims arising from any NEGLIGENT acts, omissions, or conduct of the Released Parties ("Claims"). I further covenant not to sue or otherwise pursue any form of recovery or legal action, including arbitration, against any of the Released Parties and arising from or relating to any Claim.

I further agree that I am solely responsible for any claim for personal injury, injury to a dog, or property damage made by any third party and based in whole or in part on my, my dog's, and/or my minor child's attendance at or participation in the Event ("Third Party Claims"). In particular, I agree to pay all cleaning or repair costs resulting from any damage to the Ballpark caused by my dog. I further agree to defend, indemnify and hold harmless any of the Released Parties from any allegation, action, or lawsuit brought against any of the Released Parties by a third party and based in whole or in part on a Third Party Claim(s) that relate to or arise in any way from attendance at or participation in the Event by me, my dog, and/or any minor child accompanying me, even those caused by the NEGLIGENT acts, omissions, or conduct of the Released Parties.

I agree to grant the Aviators or their designees, without further compensation, an unrestricted, worldwide license in perpetuity to use, without further notification, the name, voice, image, likeness, actions and statements of me or any minor child and/or dog that accompanies me to the Event, for any purpose, including but not limited to advertising, promotional or commercial purposes, in any media known or hereafter developed.

I represent that I am at least eighteen (18) years of age and I am competent to sign and agree to this Waiver, Indemnification, Release of Claims and Covenant Not To Sue and License with full understanding of the above information.

The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY SIGNING THIS, I ACKNOWLEDGE THAT (i) I HAVE READ AND AGREE TO THIS WAIVER, INDEMNIFICATION, RELEASE OF CLAIMS AND COVENANT NOT TO SUE AND LICENSE, (ii) I HAVE READ AND AGREE TO THE WAG YOUR TAIL WEDNESDAY RULES AND INFORMATION, (iii) I HAVE VOLUNTARILY SIGNED BELOW, AND (iv) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY THE RELEASED PARTIES.

Dated: _____

By: _____
(Signature of Participant)

Name: _____
(Printed Name of Participant)