



## **BARK IN THE PARK – WAIVER, INDEMNIFICATION, RELEASE OF CLAIMS AND COVENANT NOT TO SUE**

I, the undersigned, fully understand, appreciate and agree that I have voluntarily requested to participate in the “Bark in the Park” event (the “Event”) at FredNats Ballpark(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, inspected 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 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 temperature and humidity, and/or the condition of the Ballpark, including sidewalks and parking lots.

I confirm and assure that my dog has current **Rabies, Distemper, Parvo, and Bordatella** vaccinations, 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 agree to abide by all the rules and instructions given in connection with this Event. 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 ("Releasers"), to forever waive, release, and discharge Fredericksburg Nationals & SAJ Baseball, LLC (the "FredNats"), the Washington Nationals, the City of Fredericksburg, any sponsor(s) of the Event, Minor League Baseball ("MiLB"), the Low-A East League, Major League Baseball ("MLB"), MLB Advanced Media, the Office of the Commissioner of Baseball, all of the MiLB and MLB member clubs, 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 Fredericksburg Nationals 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, the undersigned, have read this waiver and represent that I am at least eighteen (18) years of age and I am competent to sign and agree to this waiver with full understanding of the above information.

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PRINT Name of Participant Date

(Must be age 18 or older)

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Signature of Participant