

LAS VEGAS BALLPARK BARK ON THE BERM EVENTS WAIVER, INDEMNIFICATION, RELEASE OF CLAIMS AND COVENANT NOT TO SUE AND LICENSE

Participant's Name: _____
Accompanying Participant: _____ Adult Minor
Accompanying Participant: _____ Adult Minor
Accompanying Participant: _____ Adult Minor
Telephone Number: _____
Address: _____
Drivers License/State ID Number: _____ State Issued: _____
Email: _____ ID Tags: Y / N Pet's Age: _____
Pet's Name: _____ Breed: _____ Color: _____
Vaccination Information (Rabies, DHLPP, Parvo, Bordetella): _____

No toys (including but not limited to frisbees, balls, chews, or ropes) are allowed.
Prohibited dogs/dog breeds: Wolf, Wolf Hybrids, Mixed Breed of the Foregoing, Dog With Prior Incident of Biting/Attacking/Setting Upon Another Person or Animal, Dog with Vicious Temper

I/We, the participants, fully understand, appreciate and agree that I/we am/are voluntarily requesting to participate in bringing your dog (the "Event") to Las Vegas Ballpark in Las Vegas, Nevada (the "Ballpark"), which will involve my/our attendance and the attendance of my/our dog of which I/we have custody as well as other dogs in the custody of others. I/we acknowledge, agree, and represent that I/we have, or will immediately upon entering and continuously thereafter, inspect the Right Field Berm where I/we will be permitted to watch the game with my/our dog and determine that it is safe and suitable for my/our dog's participation in the Event and further agree and warrant that if, at any time, I/we determine anything to be unsafe, including the threat from other dogs participating in the event, I/we will immediately advise a Ballpark official of such unsafe condition(s) and will leave the Ballpark with my/our dog. I/we understand that inspection will include walking from the parking lot to the Berm.

I/we acknowledge that the activities of the Event can be dangerous and could involve the risk of serious injury, death, or damage to me, my/our dog, others, and others' dogs. I/we acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties identified below. I/we understand that my/our actions and the actions of the dog of which I/we have custody and/or control during the Event or dogs owned or in the custody of other participants may result in injuries and damages to myself/ourselves and others, whether anticipated or unanticipated, or foreseeable or unforeseeable, including my/our dog as well as dogs of others by participating in this Event. I/we understand that I/we assume the risk and responsibility for any and all risks associated with participating in this Event, including but not limited to human injury, death, and property damage, as well as injury, death, and property damage to dogs. I/we agree to abide by any decision of any Ballpark official relevant to my/our ability or the ability of the dog of which I/we have custody to participate in this Event safely, and I/we further agree that Ballpark officials may authorize necessary treatment for me/us and/or the dog in my/our custody.

I/we further understand and assume any and all risks associated with my/our 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 of any kind, 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 but not limited to sidewalks and parking lots.

I/we confirm and assure that my/our dog has current Rabies, Distemper, Parvo, and Bordetella vaccinations, is in good health, is able to tolerate the presence of crowds and other dogs and is not dangerous or aggressive towards people or other dogs. I/we agree to abide by all the rules and instructions given in connection with this Event. I/we 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/us to participate in this Event, either with my/our dog in my/our custody and control or attending the Event without a pet, I/we agree, for myself/ourselves, my/our dog, and for any minor child accompanying me/us 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/us, my/our dog, and/or any minor child accompanying me/us, expressly including any claims arising from any NEGLIGENT acts, omissions, or conduct of the Released Parties ("Claims"). I/we 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 Claims.

I/we further agree that I/we am/are 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/our, my/our dog's, and/or my/our minor child's attendance at or participation in the Event ("Third Party Claims"). In particular, I/we agree to pay all cleaning or repair costs resulting from any damage to the Ballpark caused by me/us, my/our minor child or my/our dog. I/we 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/us, my/our dog, and/or any minor child accompanying me/us, even those caused by the NEGLIGENT acts, omissions, or conduct of the Released Parties.

I/we 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/us or any minor child and/or dog that accompanies me/us to the Event, for any purpose, including but not limited to advertising, promotional or commercial purposes, in any media known or hereafter developed.

I/we represent, for both me/us and my/our minor child(ren), that I/we am/are at least eighteen (18) years of age, and I/we am/are 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. In addition, I/we represent that I/we am/are legally authorized to sign this document on behalf of any accompanying minor child(ren).

The undersigned participant 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/WE ACKNOWLEDGE THAT (i) I/WE HAVE READ AND AGREE TO THIS WAIVER, INDEMNIFICATION, RELEASE OF CLAIMS AND COVENANT NOT TO SUE AND LICENSE, (ii) I/WE HAVE READ AND AGREE TO THE BARK IN THE BERM RULES AND INFORMATION, (iii) I/WE 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/US BY THE RELEASED PARTIES.

Date: _____ By: _____ Name: _____
(Signature of Undersigned/Participant*) (Printed Name of Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

Date: _____ By: _____ Name: _____
(Signature of Accompanying Participant*) (Printed Name of Accompanying Participant)

*Must be 18 years of age or older