

Waiver, General Release and Covenant Not to Sue
For "Bark in the Park/Tail Waggin' Tuesdays"

I, the undersigned, fully understand, appreciate and agree that I have voluntarily requested to participate in the event entitled "**Bark in the Park at First Horizon Park**" on _____ (**today's date**). I understand that the actions of myself or others (or their pets) at this event may result in anticipated or unanticipated injuries, damage or harm to myself, others and/or their pets, and I hereby voluntarily accept those risks. I agree to abide by any decision of any Nashville Sounds official concerning my ability to participate in this event safely, and I further agree that Nashville Sounds officials may authorize necessary treatment for myself.

I hereby willingly and knowingly assume any and all risks associated with my participation in this event, whether now known or unknown, including, but not limited to, risk of or associated with injury or damage to myself, any other human being, or any animal(s), however sustained and whether or not related to illness, travelling to or from the event, falls, contact with spectators at the event, contact with animals, the effects of the weather, including extreme temperature or humidity, the condition of any area or part of First Horizon Park, including sidewalks and parking lots, or the manner or method in which this event is administered. I fully appreciate all of the risks stated.

I agree to abide by all of the rules and instructions given in connection with this event and acknowledge that I have personally completed this "Waiver, General Release, and Covenant Not to Sue" form. I understand that I am solely responsible for the accuracy of the information contained in said application, and assume any liability whatsoever that may arise from any inaccuracies.

I, the undersigned, have read this waiver and hereby acknowledge that I am competent to sign it as participant and/or as parent or legal guardian with full understanding of its content. In consideration for allowing me to participate in this event, I, for myself, my heirs, assigns, personal representatives, next of kin, and anyone acting on my behalf, do HEREBY RELEASE AND HOLD HARMLESS, COVENANT NOT TO SUE AND TO FULLY INDEMNIFY AND DISCHARGE the Nashville Sounds Baseball Club, its paid and non-paid employees, its proprietor, its sponsors and their paid and non-paid employees, agents, promoters, directors, and board of trustees, the Nashville Sounds, Tennessee paid and non-paid employees, its agents, promoters, directors, and trustees, agents, promoters and sponsors, any "Bark in the Park" supplier, attendees, agents and independent contractors or other personnel in any way assisting or connected with this event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, AS WELL AS ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND ARISING OUT OF MY PARTICIPATION IN, OR ATTENDANCE AT THIS EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I also understand and agree that parties named in this waiver may, and do hereby grant them the perpetual right to, use my name as well as photographs, videotape, or other recording of my likeness in any media for promotional or publicity purposes, without any liability or obligation to me.

Neither Minor League Baseball, the Professional Development League, nor any Minor League Baseball entity (except for Nashville Sounds) is a sponsor of, or affiliated with, this promotion.

ENTRIES FROM MINORS WILL BE ACCEPTED ONLY WITH THE SIGNATURE OF A PARENT/LEGAL GUARDIAN.

Name of Participant & Pet(s) (Printed): _____

Signature of Participant: _____ Date: _____

Participant Phone: _____ Participant E-Mail: _____