

BARK AT THE PARK
RELEASE AND WAIVER

IMPORTANT: THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF POTENTIAL LEGAL CLAIMS
FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE AND LOSS.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

In consideration of me, my guest(s), and/or my child named below, and/or my dog being permitted to participate in activities before, during, and after the Arizona Diamondbacks Bark at the Park ("Event") at Chase Field ("Ballpark") on March 29, 2020, which includes, but is not limited to, access to the baseball playing field, access to designated areas within the Ballpark's Right Field Bleachers and Right Field Baseline Reserve seating areas, interaction with other guests and their dogs, and other related activities, I hereby agree to the following:

1. Assumed Risk. I understand there are risks of injury in connection with my, and/or my guest(s), and/or my child's, and/or my dog's participation in the Event (including without limitation any interaction with other guests and their dogs) and I, on behalf of myself, my guest(s), and/or my child, and/or my dog, voluntarily assume and accept those risks. I acknowledge that my, and/or my guest(s), and/or my child's, and/or my dog's participation in the Event is voluntary and may be terminated by me or by the Released Parties at any time. I understand and acknowledge that the Released Parties will not be responsible for the loss, theft, or damage of any personal property brought to the Event by me, my guest(s), and/or my child.

2. Liability Release. I, on my own behalf, and/or on behalf of my guest(s), and/or on behalf of my child, covenant not to sue and unconditionally release and waive all claims against AZPB Limited Partnership (dba "Arizona Diamondbacks"), AZPB FM Limited Partnership, AZPB REM Limited Partnership, Central Garden and Pet Company, Maricopa County Stadium District, Major League Baseball (and its clubs and affiliates), any other promotional sponsors and advertisers of the Event, and each of their respective partners, affiliates, directors, officers, officials, agents, employees, and volunteers (collectively, the "Released Parties"), from any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage that I, and/or my guest(s), and/or my child, and/or my dog may sustain while participating in the Event.

3. Participation. All information provided by me to the Arizona Diamondbacks in connection with my, my guest(s), and/or my child's, and/or my dog's participation in the Event is truthful and accurate. If applicable, I represent that my and/or my guest's dog is in good health, has current vaccinations (including rabies vaccinations), is licensed, and will be on a leash at all times during the Event. I understand and agree that any child and/or dog accompanying me at the Event must be supervised by me or another adult of my choosing. I shall be fully responsible for any and all injuries and/or property damage caused by myself, and/or my guest(s), and/or my child, and/or my dog, and shall indemnify the Arizona Diamondbacks for such injuries and/or damages. I also agree that any Arizona Diamondbacks representative (or designee) may authorize necessary medical treatment for me, and/or my guest(s), and/or my child, and/or my dog.

4. Image Release. Further, I, on behalf of myself, and/or my guest(s), and/or my child, hereby give permission to the Arizona Diamondbacks and its designees to take, use, reproduce, and publish any and all photographs and/or recordings which may be taken of me, and/or my guest(s), and/or my child, and/or my dog immediately before, during or immediately after the Event, whether such photographs and/or recordings are flattering or unflattering, for any purpose whatsoever, without compensation to me, and/or my guest(s), and/or my child. I also acknowledge and agree that the Arizona Diamondbacks will own any and all rights in such photographs and/or recordings (collectively, "Materials") in perpetuity and that I, on behalf of myself, and/or my guest(s), and/or my child, waive, as to the Arizona Diamondbacks and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation my, and/or my guest(s), and/or my child's, and/or my dog's name, likeness, biographical material, voice, accounts, and descriptions in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown. I, on behalf of myself, and/or my guest(s), and/or my child, understand and agree that as the owner of the Materials, the Arizona Diamondbacks' use of the Materials may (without limitation) extend to use by any of its sponsors, advertisers, owners, partners, affiliates, directors, officers, officials, members and agents.

Electronic copies of an executed Release and Waiver shall be deemed an original. By clicking I ACCEPT, I hereby agree to the terms of this Release and Waiver.