

DOG DAYS OF SUMMER
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 *Dog Days of Summer, presented by PetSmart Charities* ("Event") at Chase Field ("Ballpark") during the 2020 season, which includes, but is not limited to, access to the *Ballpark's Left Field Club seating area* and *PetSmart Park* 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, and/or 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, PetSmart Charities, Inc., Sports & Entertainment Services LLC, 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, is licensed, and will be on a leash at all times (when outside of the fenced dog park and other designated areas) 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 and PetSmart Charities for such injuries and/or damages. I also agree that any Arizona Diamondbacks representative (or designee) and PetSmart Charities 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, PetSmart Charities, and their respective designees to take, use, reproduce, and publish any and all photographs and/or videotapes 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 videotapes 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 and PetSmart Charities will own any and all rights in such photographs and/or videotapes (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, PetSmart Charities, and their respective 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' and PetSmart Charities' 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. I have signed below to indicate my agreement to the terms of this Release and Waiver.

Individual / Parent or Legal Guardian
(Signature)

Date

Individual / Parent or Legal Guardian
(Printed Name)

Minor Participant
(Printed Name)