

**“BARK IN THE PARK” RELEASE**

**PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.**

Participant’s Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Dog(s) Name(s): \_\_\_\_\_

In consideration for allowing my dog(s) and me to attend the game to be played between the Albuquerque Isotopes and the Colorado Spring Sky Sox at Isotopes Park on May 21<sup>st</sup>, 2017 and to participate in the “Bark in the Park” event to be hosted by Albuquerque Baseball Club LLC (the “Isotopes”) in connection with the game (the “Event”), I, for myself and on behalf of my heirs, executors, administrators, next of kin, successors, and assigns, all of whom will be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I acknowledge that I am not required to participate in the Event and can withdraw from participating in the Event at any time. My participation is voluntary and solely for my benefit and entertainment. I will not be compensated by the Isotopes, or any other person or entity for my participation in the Event. I will notify the Isotopes in writing, not less than forty-eight (48) hours prior to the date of the Event, of any reasonable accommodations, auxiliary aids, and/or services, as defined by the Americans with Disabilities Act, that I may require in order to participate in the Event. I hereby acknowledge that the failure to so notify the Isotopes will be deemed a representation by me that no such accommodations, auxiliary aids, and/or services will be required by me in order to participate in the Event.

2. I understand and acknowledge that by participating in the Event, my dog and I will be seated in an area inside Isotopes Park (designated area on the Creamland Berm) with other participants and their dogs, and that such participation creates a significant risk of injury and damage (including dog bites and allergic reactions) to myself (and my dog(s)) and to others (and their dog(s)). Notwithstanding my understanding of the risks and my acknowledgement thereof as stated in the preceding sentence, **I am prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of participating in the Event**, including but not limited to, injury and property damage to myself and my dog(s) (including dog bites), illness and allergic reactions, slip and falls, injuries or damage sustained by and through other participants’ dogs (including dog bites), and the effect of weather at Isotopes Park, including extreme heat.

3. I hereby represent and affirm that each dog of which I have custody during the Event is in good health and has current rabies vaccinations. I agree to abide by all the rules and instructions given to me by an Isotopes’ representative in connection with the Event, and to provide accurate information regarding my dog as requested by an Isotopes’ representative in connection with the Event. I understand that I am solely responsible for the accuracy of any and all information that is requested by the Isotopes (or their representative) in connection with the Event, and I agree to release the Indemnified Parties, as defined below, from liability and any responsibility for verifying such information whether the information was provided by me or a third party.

4. **TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS, AND I COVENANT NOT TO SUE, THE ISOTOPES** and their owners, directors, officers, managers, employees, agents, representatives, affiliates successors, and assigns and each and every person acting by, through, under, or in concert with them or any of them (hereafter individually and collectively referred to as the “Indemnified Parties”), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereafter referred to as “Claims”) that I may have or hereafter have against the Indemnified Parties by reason of any injuries that I may sustain, whether to my person and/or

property, as a result of or incident to the Indemnified Parties' active or passive negligence (but not gross negligence or willful misconduct), my participation in the Event, and/or any and risks assumed by me hereunder.

5. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorney fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

6. I hereby authorize and grant the right to the Indemnified Parties and/or anyone authorized by or acting on behalf of the Indemnified Parties to use, reproduce, publish, and depict my name, voice, and/or likeness (including the name and likeness of my dog), in any manner that the Indemnified Parties deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, and/or exploitation of the Event and/or the Indemnified Parties, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Event and/or the Indemnified Parties.

**7. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE INDEMNIFIED PARTIES, MY PARTICIPATION IN THE EVENT, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**

8. This Release will be governed by and construed in accordance with the laws of the State of New Mexico.

**I HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Participant

Name: \_\_\_\_\_  
Printed Name of Participant