**FITTEAM BALLPARK OF THE PALM BEACHES**

**Release and Waiver: Best Buddies Friendship Walk Palm Beach**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Owner (must be age 18 or older):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone Number of Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Dog (breed, gender, name, age, identifying marks): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Last Rabies, DHLP, Parvo, and Bordatella Vaccines: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Proof of current vaccinations must be presented prior to entering Fitteam Ballpark of the Palm Beaches

I, the above mentioned Owner (“Owner”), hereby acknowledge that my voluntary participation in the “Best Buddies Friendship Walk Palm Beach” event (the “Event”) at Fitteam Ballpark of the Palm Beaches (the “Stadium”) located at 5444 Haverhill Road, West Palm Beach, FL, 33407 on April 13, 2019 may result in personal injury to me and/or my above mentioned dog (“Dog”). By participating in, attending and/or observing the Event, I acknowledge and assume all risks and danger to me that are incidental to or in any way arise from the Event, including, without limitation, all risks and danger inherent in a canine-oriented event (e.g. dog bites, fights or altercations, falls, contact with spectators at the Event) or the sport of baseball (e.g., thrown and/or batted balls, thrown bats, or contact or collisions with any other persons).

I accept personal responsibility for any and all actions of the Dog and agree that the Dog will be in my care and control during the Event. I hereby represent and confirm that the Dog is in good health and current on all vaccinations, including rabies, DHLP, Parvo, and Bordatella, and that the Dog is not the subject of a quarantine order, a pending adjudication or administrative hearing, and has never been declared a dangerous, potentially dangerous or vicious or potentially vicious dog. I agree to be bound by the terms of the rules and regulations established by HW Spring Training Complex, LLC (“HW”) for both the Stadium and the Event, and I will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations that are adopted for this Event by HW or any of its affiliates. I acknowledge that HW reserves the right to exclude or eject any and all unruly, rowdy or disruptive Owner or Dog from the Event and/or the Stadium without liability and that I shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of my or my Dog’s disruptive behavior and/or ejection. I further agree that any Stadium official may authorize necessary treatment for me and/or the Dog in the event of injury.

I hereby protect, indemnify, defend and hold harmless HW and any of its affiliated entities, including, without limitation, Washington Nationals Baseball Club, LLC, Houston Astros, LLC, and Palm Beach County (collectively, the “Indemnitees”), from and against any and all actions, causes of action, claims, suits, demands (or other legal actions), losses, damages, costs and/or expenses (including, without limitation, reasonable attorney’s fees and disbursements) for personal injury, property damage or any other injury or loss of any kind arising out of, in connection with, or resulting from my and/or my Dog’s participation in and/or attendance at the Event, regardless of who causes the injury or loss sustained and regardless of whether based on fault or negligence or not.

I further agree that by signing below, and in consideration of my participation in the Event, I authorize Major League Baseball Properties, Inc., the Office of the Commissioner of Baseball and the Major League Clubs and other affiliated entities to depict in perpetuity my and my Dog’s likeness, images, name, words, voice, and biographical information (“Images”) in photographic or other works appearing in any and all media for purposes of promoting, advertising, or marketing current or future events related to baseball, and I agree that such Images may be used by them for that purpose without compensation.

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Signature of Owner