

**Adult Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”)**

My name is \_\_\_\_\_ (Adult Name) and I represent that I am at least eighteen (18) years of age. In consideration of the Boston Red Sox Baseball Club Limited Partnership (the “Club”) allowing me to bring my dog into Fenway Park during the Futures at Fenway event at Fenway Park on July 13, 2014 and to participate in related events and activities (the “Activities”), I am agreeing to the terms of this Agreement, including the general waiver and release of liability described below.

I fully understand that the Activities could be dangerous and that there are risks relating to my participation in and/or observation of the Activities including the risk of serious bodily injuries and property damage to me or to my dog, which injuries and damage could arise out of my own or my dog’s actions or inactions, those of other individuals or other dogs participating in the Activities, contact with other dogs or spectators during the Activities, the conditions in which the Activities take place, my or my dog’s health conditions, or the negligence of the Released Parties named below or others. I also fully understand that all risks are not apparent, knowable or foreseeable. I hereby knowingly and voluntarily assume all risks relating to the Activities and otherwise while my dog and I are in or around Fenway Park, including the risks of serious bodily injuries and illness to me and/or my dog such as permanent disability, paralysis or death.

I promise and agree that I will not file a suit, pursue any claim, or seek to hold the Club or its owners, affiliates and advertising or promotional sponsors, or any of their officers, employees, representatives and agents or any one of them (collectively, the “Released Parties”) liable or responsible for any costs, damages or losses of any kind in the event I am injured, my dog is injured or my property is damaged in connection with the Activities, whether or not the damage or injury is due in whole or in part to the negligence of any of the Released Parties. I also agree that if anyone makes a claim on my behalf against any of the Released Parties, I will indemnify, defend and hold the Released Parties harmless from and against any and all such claims at my own cost.

I agree to be responsible for any and all injuries, illness, death, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of my or my dog’s participation in or observation of the Activities. I further agree to, at my own cost, indemnify, defend and hold the Released Parties harmless from and against any and all injuries, illness, death, damages, costs, expenses and other losses to person, dog or property as a direct or indirect result of my or my dog’s participation in or observation of the Activities and/or presence in or around Fenway Park. I acknowledge that the Club will not be responsible for supervising me, my dog or any other individuals or dogs participating in the Activities. It will be my responsibility to discontinue participation in the Activities if I believe that any circumstances relating to the Activities are unsafe or that my or my dog’s participation in or observation of the Activities will result in harm to me, my dog, or any other person or dog.

I certify that I am the owner of the dog identified below and my dog is at least six (6) months of age, is current on vaccinations for Rabies, DHPP or DHLPP, Parvo, and Bordetella, is in good health and is able to tolerate the presence of crowds and other dogs and does not normally demonstrate dangerous or aggressive behavior towards persons or other dogs. I agree to abide by any decision of any Club representative concerning my or my dog’s ability to participate in the Activities. I agree to abide by all rules and instructions given in connection with the Activity and understand the Club has the right to reject any dog for any reason at any time. I further understand and agree that there will be no ticket refunds or credits provided to me if my dog and I are unable to participate in the Activities through their duration.

I consent to the Club using and authorizing others to use my and my dog’s name and/or photograph or other likeness for promotional and advertising purposes without compensation to me or my heirs.

I have read this AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE ACTIVITIES. I am signing this Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

\_\_\_\_\_  
Printed Name of Adult

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Adult

\_\_\_\_\_  
Name, Age and Breed of Dog