



Participant Release of Liability and Assumption of Risk Agreement

**** Read Before Signing ****

In consideration of _____ ("Participant") being allowed to participate in certain
(print name)
activities at the TribeFest Presented by KeyBank program ("Program"), the undersigned does acknowledge, appreciate, and agree to the following:

1. **That there may be risk of injury from the activities involved in this Program**, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **hereby release, indemnify, and hold harmless** the Cleveland Indians Baseball Company Limited Partnership ("Cleveland Indians") and KeyBank National Association ("KeyBank"), along with their officers, officials, agents, employees, affiliates, partners, parent corporations, subsidiaries, sponsors, advertisers, and if applicable, any owners and/or lessors of premises used to conduct the Program (collectively the "Released Parties"), **with respect to any and all injury, disability, death**, or loss or damage to person or property, **whether arising from the negligence of the Released Parties or otherwise**, to the fullest extent permitted by law; and,
3. **I knowingly and freely assume all such risks**, both known and unknown, **even if arising from the negligence of the Released Parties**, and assume full responsibility for my participation; and,
4. I willingly agree to comply with any stated and customary terms and conditions for participation in the Program; and,
5. I, for myself and on behalf of my heirs, grant permission to utilize my image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the Program to which I am participating.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature

Age:

Date Signed

Address

Email Address

Phone Number

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(Under Age 18 At Time of Registration)

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all the Released Parties, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to my minor child's involvement or participation in the Program as provided above, **even if arising from the negligence of the Released Parties**, to the fullest extent permitted by law.

Parent/Guardian's Signature

Emergency Phone #

Date Signed

Name of Child Participant 1 _____ Age _____

Name of Child Participant 2 _____ Age _____

Name of Child Participant 3 _____ Age _____

Name of Child Participant 4 _____ Age _____

Name of Child Participant 5 _____ Age _____

Name of Child Participant 6 _____ Age _____

Name of Child Participant 7 _____ Age _____

Name of Child Participant 8 _____ Age _____