

WAIVER, GENERAL RELEASE AND COVENANT NOT TO SUE
BARK IN THE PARK – 2019

I, the undersigned, fully understand, appreciate, and agree that I have voluntarily requested to participate in an event entitled “Bark in the Park” (“Event”) at Great American Ball Park (the “Ballpark”), which will involve my attendance and the attendance of my dog or dogs of which I have custody and control at the Ballpark.

I acknowledge and agree that I upon my entrance to the Ballpark and throughout the duration of the Event will remain in the area designated by the Cincinnati Reds and/or ballpark manager to watch the game with my dog. If, at any time during the Event, my dog and/or I feel unsafe, including the threat from other dogs participating in the Event, I will immediately advise a Cincinnati Reds’ representative of such unsafe condition(s) and I will take all reasonable steps to remove my dog and me from the situation, up to and including vacating the Ballpark.

I acknowledge and understand that the activities of the Event may be dangerous and involve the risks of injury me and/or my dog. I acknowledge and understand that my actions and the actions of my dog may result in injuries and damages to myself and others, whether anticipated or unanticipated, or foreseeable or unforeseeable, including to my dog as well as dogs of others by participating in the Event.

I assume the risk and responsibility for any and all risks associated with participating in the Event, including, but not limited to, injury, death, and property damage to myself or my Dog. I assume all risks inherent in attending a baseball game, including being injured by a batted or thrown ball, a baseball bat, or other projectile from the field. I agree to abide by all the rules and instructions provided in connection with the Event and any decision of any Reds’ official relevant to my or my dog’s participation in the Event.

I confirm that my dog has current all current vaccinations, including vaccinations for Rabies, DHLPP, Parvo, and Bordatella. My dog is in good health and does not demonstrate dangerous or aggressive behavior towards persons or other dogs. I agree to abide by all the rules and instructions given in connection with the Event.

I have read this waiver and I am competent to sign the waiver with full understanding of the above information. In consideration for allowing me to participate in the Event with my dog, I hereby for myself, my heirs, executors, and administrators or anyone acting on my behalf, waive, release, covenant not to sue, and fully defend, indemnify, hold harmless, and discharge The Cincinnati Reds LLC, Baseball Park Management Company LLC, Hamilton County, Ohio and Delaware North Corporation, and their respective directors, partners, employees, officers, owners, and affiliates (collectively, the “Releasees”) from any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) of any kind arising out of my or my dog’s participation in the Event.

I certify that I am at least eighteen (18) years of age, and have knowingly and willingly signed and delivered this Release. I consent and grant permission to the use of my or my dog’s name, likeness, image or voice by The Cincinnati Reds for any purpose, worldwide and in perpetuity, in any medium now known or hereafter devised, without a right to prior review or approval of such use and without compensation or any additional consideration due or owing to me.

This Release shall be governed by the laws of the State of Ohio, without regard to any conflicts of laws provisions. Any dispute, claim, or cause of action arising out of this Release shall be settled by mandatory, confidential, final, and binding arbitration in Cincinnati, Ohio and administered by and in accordance with the rules of the American Arbitration Association. I shall not be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party’s actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If any portion of this Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES OR DAMAGES THAT I OR MY DOG MAY INCUR AS A RESULT OF OR INCIDENT TO OR OTHERWISE IN CONNECTION WITH MY AND MY DOG’S PARTICIPATION IN THE EVENT OR ANY USE AND/OR PUBLICATION OF MY OF MY DOG’S NAME, LIKENESS, IMAGE, VOICE, RECORDING, BIOGRAPHICAL INFORMATION, AND/OR OTHER IDENTIFICATION BY ANY OR ALL OF THE RELEASEES. I HAVE READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND AGREE TO ALL OF ITS TERMS.

DATE: _____

PRINT NAME: _____

SIGNATURE: _____