



This Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement and Addendum (attached hereto and incorporated herein in its entirety) (together, the “Agreement”) is made by the undersigned participant and his/her heirs, legal and estate representatives and assigns (collectively, “Participant”). In consideration of participating in the following activity (which might not otherwise be available to Participant, or the cost of which might be significantly greater to Participant) \_\_\_\_\_ (the “Activity”), Participant: (i) acknowledges and understands that there are certain known and unanticipated risks and dangers associated with participation in the Activity, and voluntarily and knowingly assumes full responsibility for any (and all) risks of personal injury (including, but not limited to, paralysis, broken bones, lacerations, bruises and other bodily injuries caused by falls or contact with other participants and their personal property, as the case may be, sickness as a result of communicable illnesses or diseases, and medical conditions caused from physical activity or exertion during the Activity), permanent disability, death or property damage (including, but not limited to, damaged clothing or any other property) (collectively, “Claims”) arising out of, related to or resulting from Participant’s participation in the Activity, whether caused by the negligence of the Released Parties (as defined herein) or otherwise; (ii) releases and discharges Blue Dog Baseball, LLC, together with its affiliates, subsidiaries, successors, assigns, members, officers, employees and agents (collectively, the “Released Parties”), from and against any and all claims, demands, actions, causes of action, damages, liabilities, costs and expenses, whether known or unknown, whether contemplated or unforeseen, which Participant has, had or may have against or with respect to the Released Parties arising out of, related to or resulting from Participant’s participation in the Activity; (iii) covenants not to sue the Released Parties and waives all claims arising out of, related to or resulting from Participant’s participation in the Activity; and (iv) agrees to indemnify and save and hold harmless the Released Parties from any loss, liability, damage, cost or expense (including, but not limited, to attorneys’ fees) the Released Parties may incur arising out of, related to or resulting from Participant’s participation in the Activity, whether such loss, liability, damage, cost or expense is caused by the negligence of the Released Parties or otherwise.

Participant acknowledges that Participant: (i) has read this Agreement and fully understands its terms and conditions, and (ii) has read all rules, regulations and policies associated with the Activity and fully understands their terms and conditions. Participant further acknowledges (and represents) that Participant has and shall maintain his/her own insurance against liability for personal injury, disability, death and/or property damage arising out of, related to or resulting from Participant’s participation in the Activity. Participant represents and warrants that Participant is in good health and, as such, capable of participating safely in the Activity. Participant grants Blue Dog Baseball, LLC the right to photograph, videotape, and/or record Participant, and to use Participant’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. Participant recognizes that Participant is voluntarily and knowingly giving up substantial rights by signing this Agreement and has signed this Agreement freely without any inducement, assurance or guarantee being made to Participant.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature of Parent or Guardian  
(if Participant is under 18 years of age)

**ADDENDUM TO ASSUMPTION OF RISK, WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT RELATING TO CORONAVIRUS/COVID-19 AND SIMILAR  
COMMUNICABLE DISEASES**

On March 11, 2020, the World Health Organization declared the novel coronavirus (COVID-19) outbreak a global pandemic. COVID-19 is highly contagious and is believed to be spread most commonly from person-to-person contact. As a result, federal, state and local governments and health agencies have recommended various preventative measures to, among others, the general public, to limit transmission of COVID-19, including, but not limited to, social distancing. The Released Parties cannot guarantee that Participant will not become infected with COVID-19 or any other similar communicable disease. Furthermore, Participant's participation in the Activity may increase Participant's risk of contracting COVID-19 or a similar communicable disease.

By signing the Agreement, Participant has acknowledged the contagious nature of COVID-19 and other similar communicable diseases and voluntarily assumes the risk that Participant may become exposed and/or infected by COVID-19 or a similar communicable disease by participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 or such similar communicable disease while participating in the Activity may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, the Released Parties, employees, volunteers, and other Activity participants and their families and invitees. Participant voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to Participant (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant or Participant's family may experience or incur in connection with Participant's participation the Activity (as defined in the Assumption of Risk, Waiver of Liability and Indemnity Agreement as "Claims"). Participant understands and agrees that (i) this release includes any Claims based on the actions, omissions, or negligence of the Released Parties whether a COVID-19 or similar communicable disease infection occurs before, during, or after participation in the Activity, and (ii) the indemnification language contained in the Assumption of Risk, Waiver of Liability and Indemnity Agreement applies to any Claims related to the exposure and/or infection from COVID-19 or similar communicable diseases.