



This Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement (this "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, 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) 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)