

BARK AT THE PARK - WAIVER AND GENERAL RELEASE OF CLAIMS AND COVENANT NOT TO SUE

I, undersigned, fully understand, appreciate and agree that I have voluntarily requested to participate in an event entitled "Bark at the Park" at Marlins Park, which will involve my attendance and the attendance of my dog or dogs of which I have custody, at Marlins Park. I acknowledge, agree, and represent that I have, or will immediately upon entering and continuously thereafter, inspected the area where I will be permitted to watch the game with my dog and determined that it is safe and suitable for my dog's participation in the event and further agree and warrant that if, at any time, I feel anything to be unsafe, including the threat from other dogs participating in the event, I will immediately advise a club representative of such unsafe condition(s) and will leave Marlins Park. I acknowledge that the activities of the event can be dangerous and could involve the risk of serious injury, death, or damage to me or my dog(s). I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees. I understand that my actions and the actions of the dog(s) I have custody and/or control of during the event may result in injuries and damages to myself and others, whether anticipated or unanticipated or foreseeable or unforeseeable, including my dog or dogs as well as dogs of others by participating in this event. I understand that I assume the risk and responsibility for any and all risks associated with participating in this event including but not limited to injury, death, and property damage as well as injury, death, and property damage to dogs. I agree to abide by any decision of any Marlins Park official relevant to my ability or the ability of the dog or dogs of which I have custody to participate in this event safely, and I further agree that Marlins Park officials may authorize necessary treatment for me and/or the dog or dogs in my custody. I further assume any and all risks associated with my participation in this event including but not limited to illness, traveling to and from the event, falls, contact with spectators at the event, injuries or damages including death sustained by and through other participant dogs, the effects of the weather including extreme temperature and humidity, the condition of the premises and Marlins Park, including sidewalks and parking lots, and it is understood and agreed that all such risks are appreciated by me. I confirm and assure that the dog(s) have current Rabies, DHLPP, Parvo, and Bordetella vaccinations, are in good health, are able to tolerate the presence of crowds and other dogs, and do not normally demonstrate dangerous or aggressive behavior towards persons or other dogs. I agree to abide by all the rules and instructions given in connection with this event. I assume the risk for injuries and damages sustained as a result of the manner and method by which the event is administered. I acknowledge that I have completed the "Bark at the Park 2014" Application and I understand that I am solely responsible for the accuracy of information that is contained therein. I hold the parties as identified below released from liability and any responsibility for verifying the information contained in the application whether the information was provided by me or any other person.

I, the undersigned, 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 this event with the dog(s) in my control, I hereby for myself, my heirs, executors, and administrators or anyone acting on my behalf, waive, release, covenant not to sue, and fully indemnify and hold harmless and discharge Miami Marlins, L.P., Marlins Stadium Operator, LLC, their respective directors, partners, employees, officers, owners, affiliates and agents, any sponsor of "Bark at the Park", suppliers, agents and independent contractors, City of Miami, Miami-Dade County, Humane Society of Greater Miami, or other personnel or entities in any way assisting or connected with this event 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 this event, regardless of who causes the injury, death, or damage sustained, including negligent rescue operations, and regardless of whether based on fault or negligence or not.

I also understand that parties named in this waiver and release may subsequently use, for publicity or promotional purposes, my name or pictures of me and my dog or dogs without liability or obligation to me.

PRINT Name of Participant
(Must be age 18 or older)

Date

Signature of Participant

RULES, RECOMMENDATIONS AND INFORMATION

- 1. Only one dog per adult. Any participating dog must be at least six months old.**
- 2. All dogs must have a special dog ticket to gain admission to the ballpark. We reserve the right to refuse entry to any dog.**
- 3. You MUST Enter Through the 1st Base Entrance and Dogs are permitted on the Vista Level ONLY.**
- 4. Your dog MUST be UP TO DATE ON RABIES, DHLPP, PARVO, and BORDATELLA VACCINATIONS to attend the game. I.D. tags are required.**
- 5. All dogs MUST be on a leash at all times.**
- 6. Use good judgment regarding the temperament of your pet so the event will be enjoyable for everyone.**
- 7. Do not bring your dog if he/she is unreliable in crowds or with other dogs.**
- 8. Do not bring a dog whose behavior could be dangerous to others.**
- 9. Do not bring a female dog in heat.**
- 10. Be courteous and responsible – please pick up after your dog.**