

# PET WAIVER AND RELEASE OF LIABILITY

Name and Description of Pet (Print): \_\_\_\_\_

As an inducement for an in partial consideration of the agreement by DBH Springfield, LLC, a Missouri limited liability company (the "Club"), to permit the above-referenced animal (the "Pet") to enter and take part in activities at Hammons Field (the "Ballpark"), in Springfield, Missouri, the undersigned hereby acknowledges and agrees as follows:

THE FOLLOWING MUST BE READ AND SIGNED BY THE OWNER OF THE PET:

1. I, the undersigned, am the owner of the Pet, and I have considered, and I understand and appreciate, that there is a risk of serious and possible permanent injury, including death, to me, the Pet, and others, as a result of the Pet's entry and presence at the Ballpark; and I KNOWINGLY AND FREELY ASSUME THOSE AND ALL OTHER RISKS FOR MY PET, both known and unknown, related to my Pet's attendance at the Ballpark, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF OTHERS.
2. Release of Liability and Covenant Not to Sue. I, on my behalf and/or on behalf of my child, and any Related Persons (defined below), waive, release, discharge, hold harmless, and covenant not to sue the Released Parties (defined below) with respect to any claim, liability or demand of whatever kind or nature, either in law or in equity, that may arise in connection with, or relate in any way to (a) presence at the Facility or (b) participation in the Event and/or Activities, including, without limitation, those claims that arise as a result of: (1) in whole or in part, the sole, joint, or comparative negligence, or strict liability, of the Released Parties, and/or, (2) the inherent risks associated with visiting the Facility, including, without limitation (X) all claims for personal injuries, wrongful death or exposure to or contraction of COVID-19 or other Communicable Disease by me/my child, or other individuals exposed to COVID-19 or other Communicable Disease by me/my child; and (Y) all claims in connection with the application of any health and safety policies to me/my child (collectively, "Released Claims").. "Related Persons" means me, my child, and any of our respective personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make a claim on my/my child's behalf. "Released Parties" means , collectively: (a) the Club, (b) the Club's past, present and future contractors, sponsors, and vendors, (c) Diamond Baseball Holdings, LLC, (d) all MLB Entities, (e) the City of Springfield, Missouri and (f) all past, present and future affiliates, parents, subsidiaries, successors, assigns, employees, partners, members, directors, officers, owners, agents, representatives and independent contractors of such entities (subsections (a) through (e), collectively). "MLB Entities" means MLB Professional Development Leagues, L.L.C. and each of its member Clubs, the Major League Baseball Clubs, and the Office of the Commissioner of Baseball. The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained herein are intended to be binding and full waivers of claims and releases of liability, and interpreted to be as broad and inclusive as is permitted by law, including with respect to any controversy, claim or dispute that may arise related to exposure or contraction of COVID-19 or other Communicable Disease. If any part hereof is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

3. I hereby release and AGREE TO HOLD HARMLESS AND INDEMNIFY the Club,

Diamond Baseball Holdings, LLC, the City of Springfield, Missouri, and each of their respective affiliates and their sponsors, and any and all of their respective directors, officers, employers, partners, members, and other agents (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action or other liability arising from any injury, loss of life to me or my Pet, and any and all other loss or damages, both known and unknown, that I or my Pet may suffer directly or indirectly as a result of my Pet's attendance, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNITEES OR ANY OTHER PERSONS, to the fullest extent permitted by law; and I hereby COVENANT NOT TO FILE ANY SUIT OR MAKE ANY OTHER CLAIM against any of the Indemnitees in connection with my Pet and/or my Pet's admission and presence at the Ballpark.

4. I will maintain control of my Pet at all times and will ASSUME ALL RESPONSIBILITY FOR MY PET'S ACTIONS while at the Ballpark, including, but not limited to, damage to the Ballpark and harm to others in attendance (human and/or animal).
5. I represent to the Club that my Pet is not aggressive and I have no knowledge of prior past aggressive conduct of my Pet towards humans and/or other animals, such non-aggression being a condition of admission of my Pet to the Ballpark. I acknowledge that the Springfield Cardinals may require me to remove my Pet from the Ballpark if, in the sole and exclusive discretion of the Springfield Cardinals, I do not exercise and maintain control of my Pet at all times, or if my Pet is considered to pose an actual or potential threat to me, other individuals present at the Ballpark and/or other animals.
6. The Pet is not a service animal that is required to assist a person with a disability in accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and, therefore, I acknowledge that the Club may revoke this permission at any time, for any reason, or for no reason.
7. I HAVE READ THIS RELEASE AND UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY, THE PET NAME SHOWN ABOVE IS THE PET IN ATTENDANCE TODAY.

Owner's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_