

HELFAER FIELD RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

-- READ BEFORE SIGNING --

In consideration for the permission granted to me (the "Participant") by the Milwaukee Brewers Baseball Club, L.P. ("MBBC") to enter areas of Helfaer Field for the purpose of participating in _____ (the "Activity"), I, the Participant, acknowledge, appreciate, and agree as follows:

1. The Activity I am about to engage in may involve a risk of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, and/or the negligence of the "Releasees" named below. In addition, I fully understand that there may be other, additional risks either known or unknown to me, or not readily foreseeable at this time;

2. I knowingly and freely assume all such risks and all responsibility for such risks, both known and unknown, even if arising from the negligence of the Releasees named below, or others, with the exception of any harm caused intentionally or recklessly;

3. I willingly agree to comply with the stated and customary terms and conditions of participation in the Activities and have elected to participate on a purely voluntary basis;

4. I acknowledge and agree that by signing this release, I agree to be bound by the terms of the Communicable Disease Assumption of Risk and Release of Liability agreement attached hereto;

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, and covenant not to sue the Milwaukee Brewers Baseball Club, Limited Partnership, The Southeast Wisconsin Professional Baseball Park District, Major League Baseball, and the officers, partners, officials, managers, coaches, players, agents, employees, volunteers and affiliates of each of these entities, and any other participants in the Activities (the "Releasees"), from any and all liability, claims, demands, losses, or damages related in any way to any injury, disability, death, loss, or damage to person or property incurred as a direct or indirect result of my involvement or participation in the Activities, including those caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly;

6. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby agree to indemnify and hold harmless all of the above Releasees from any and all liabilities, including any and all related claims by third parties, (including attorneys' fees) related in any way to my involvement or participation in the Activities, even if arising from the negligence, to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly;

7. I hereby give my permission to the Milwaukee Brewers Baseball Club to use my name and any photographs or other likenesses of me, my children or legally-incapacitated adults, and those in my legal custody, in connection with promotions of the event in which I/we participate or other events of the Milwaukee Brewers Baseball Club at Helfaer Field; and

8. I acknowledge that I have been given the opportunity to bargain for the rights I have agreed to waive herein, and I further acknowledge that I have waived my opportunity to bargain for those rights.

I hereby represent that I am a legal adult or that my parent/guardian has completed the required additional form, and I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Signature

Date Signed

Age and Date of Birth

Print Name: _____

PLEASE SEE THE FOLLOWING INFORMATION IF THE PARTICIPANT IS A MINOR OR A LEGALLY INCAPACITATED ADULT.

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF PARTICIPATION) OR LEGALLY INCAPACITATED ADULTS

This is to certify that I, as parent/guardian with legal responsibility for the Participant named herein, do consent and agree to his/her (1) participation in the Activity, (2) the release, as provided above, of all Releasees, and, for myself, my successors, heirs, assigns, and next of kin. I further agree to release, indemnify and hold harmless the Releasees from any and all liabilities and costs (including attorneys' fees) that may be incurred as a direct or indirect result of my minor child's or legally incapacitated adult's involvement or participation in the Activity as provided above, even if arising from the negligence of the Releasees; to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly. I further represent that I have the legal right to execute this document on behalf of the named minor child.

Minor/Legally Incapacitated Adult's Name (please print): _____

Minor/Legally Incapacitated Adult's Age/Date of Birth: _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

Relationship to Minor/Legally Incapacitated Adult: _____

Date Signed: _____

Emergency Telephone Number: _____

COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my child being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "**Communicable Disease**"), during or in connection with my/my child's participation in the Activity and/or my/my child's presence at the Activity. By participating in the Activity and/or being present at the Activity, I acknowledge and expressly assume the risk that I/my child may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that my/my child's interaction with Activity staff, participants and any other individuals present at the Activity poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Activity and/or being present at the Activity are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my child may subsequently infect others, even if I/my child don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my child will not participate in the Activity or be present at the Activity if, within fourteen (14) days preceding the Activity, I/my child (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice (each, a "**Prohibited Country**") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Country within fourteen (14) days preceding my/my child's encounter with such person. I further agree that I/my child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my child's participation in the Activity and/or presence at the Activity.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR, AND THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY ME/MY CHILD OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY CHILD, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY AND/OR BEING PRESENT AT THE ACTIVITY DURING A COMMUNICABLE DISEASE PANDEMIC.