

**FATHER'S DAY PLAY CATCH ON THE FIELD  
RELEASE AND WAIVER**

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IMPORTANT: THIS DOCUMENT CONTAINS A WAIVER AND RELEASE OF  
POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE.  
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

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In consideration of myself and/or my child named below being permitted to participate in activities before, during, or after the Father's Day Play Catch on the Field at Chase Field in Phoenix, Arizona on June 16, 2024 ("Event"), which includes, but is not limited to, access to the baseball playing field for participation in baseball-related activities, the use of baseball equipment, throwing, hitting and catching balls, running, sliding, physical contact with other participants, and other physical activities, I hereby agree to the following on behalf of myself and/or my child:

1. Assumption of Risk. I understand that my and/or my child's participation in the Event involves risks of injury (including death) from many causes, including, without limitation, my and/or my child's own physical condition and the negligence of other participants in the Event, and I, on behalf of myself and/or my child, voluntarily assume and accept those risks. I acknowledge that my and/or my child's participation in the Event is voluntary and may be terminated by me, my child, or the Arizona Diamondbacks at any time.

2. COVID-19. This section is an acknowledgment and express assumption of risk and release of liability in any way related to me and/or 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 airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease"), during or in connection with my and/or my child's participation in the Event and/or my/my child's presence at any Event premises ("Premises"). By participating in the Event and/or being present at a Premises, I acknowledge and expressly assume the risk that I and/or 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 and/or my child's interaction with Event staff, participants, and any other individuals present at a Premises poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I and/or my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Event and/or being present at a Premises are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I and/or my child may subsequently infect others, even if I and/or my child do not experience or display any symptoms.

In connection with the foregoing, I agree that I and/or my child will not participate in the Event or be present at a Premises if, within ten (10) days preceding the Event, I and/or 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 traveled to a Prohibited Country within ten (10) days preceding my and/or my child's encounter with such person. I further agree that I and/or my child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my and/or my child's participation in the Event and/or presence at a Premises.

3. Release of Liability. I, on behalf of myself and/or my child, unconditionally release, waive all claims against, and covenant not to sue AZPB Limited Partnership (*dba* the "Arizona Diamondbacks"), AZPB REM Limited Partnership, AZPB FM Limited Partnership, Maricopa County Stadium District, Major League Baseball, and each of their respective promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers, contractors, and employees (collectively, the "Released Parties"), from and for any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage arising from or in connection with my and/or my child's participation in the Event and/or while at or around a Premises, including negligent rescue operations.

4. Physical Condition. I hereby represent that I and/or my child am/are in good health and sound physical condition and have no physical defects which would or could interfere with my and/or my child's performance of Event activities. I, on behalf of myself and/or my child, assume all responsibility for obtaining any physical examinations which may be indicated or advisable before my and/or my child's participation in the Event, and release, waive, and discharge the Released Parties from any liability, suits, claims, actions, and demands of any kind whatsoever related to or arising from any decision by me not to obtain a physical examination for myself and/or my child prior to participating in the Event. This document shall be binding upon my heirs, distributees, next of kin, executors, administrators, personal representatives, and assigns.

5. Image Release. I, on behalf of myself and/or my child, hereby give permission to the Arizona Diamondbacks and its designees to take, use, reproduce, and publish any and all photographs and/or video recordings which may be taken of me and/or my child immediately before, during, or immediately after the Event, whether such photographs or video recordings are flattering or unflattering, for any purpose whatsoever, without compensation to me and/or my child. I also acknowledge and agree that the Arizona Diamondbacks will own any and all rights in such photographs and/or video recordings (collectively, "Materials") in perpetuity and that I, on behalf of myself and/or my child, waive, as to the Arizona Diamondbacks and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation my and/or my child's name, likeness, biographical material, voice, accounts, and descriptions (whether such Materials are flattering or unflattering) in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown. I, on behalf of myself and/or my child, understand and agree that as the owner of the Materials, the Arizona Diamondbacks' use of the Materials may (without limitation) extend to use by any of its sponsors, advertisers, owners, partners, affiliates, directors, officers, officials, members, and agents.

I have read this Father's Day Play Catch on the Field Release and Waiver carefully and fully understand its contents. I am aware that this is an agreement not to sue the Released Parties and constitutes a complete release of liability by me and/or my child in favor of the Released Parties. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks that I and/or my child am/are assuming which include, without limitation, the risk of injury or death regardless of how it arises, and even if it results from the neglect or fault of the Released Parties.

Electronic copies of an executed Release and Waiver shall be deemed an original. By clicking I ACCEPT, I hereby agree to the terms of this Release and Waiver.