Phillies 2023 Bark at the Park (the “Event”)

WAIVER AND RELEASE
READ CAREFULLY – THIS CONTAINS A WAIVER AND RELEASE FROM LIABILITY

In consideration for my being permitted to attend and/or participate in (and/or my child being permitted to attend and/or participate in, if applicable) the Event at Citizens Bank Park (the “Location”):

1. **Assumption of Risk.** I understand the nature of the Event and I/my child am able to safely attend and/or participate in the Event. I am fully aware of the risks of unexpected injuries, damage or other loss that may result from my/my child’s attendance at and participation in the Event. I freely assume all such risks including the risk of any negligence by other participants, The Phillies, Major League Baseball (“MLB”), any of the organizers or volunteers of the Event or any of the other Released Parties as defined below.

2. **COVID-19.** This section is an acknowledgement and express assumption of risk in any way related to my/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 Event and/or my/my child’s presence at the Location. By participating in the Event and/or being present at the Location, 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 Event staff, participants and any other individuals present at the Location 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 Event and/or being present at the Location 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 do not experience or display any symptoms.

In connection with the foregoing, I agree that I/my child will not participate in the Event or be present at the Location if, within fourteen (14) days preceding the Event, 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 Event and/or presence at the Location.

3. **Liability Release and Promise Not to Sue.** I hereby release from liability, waive any and all claims against, forever discharge and hold harmless The Phillies, MLB, PAWS, Global Spectrum, L.P., the owner(s) and lessor(s) of the Location and each of their respective affiliated companies or other organizations, volunteers associated with the Event, the organizers and sponsors of the Event and each of their respective officials, owners, partners, directors, officers, trustees, members, employees, representatives and agents, and the other participants in the Event (collectively, the “Released Parties”) of and from any and all claims for injuries, disability, death, property damage, attorneys’ fees or other loss of any kind or nature that may be sustained in connection with my/my child’s attendance at or participation in
the Event or any activity surrounding the Event even if based on the negligence of any Released Party. I further agree not to sue any of the Released Parties for any such claim.

4. **Medical Treatment.** In connection with any injury I/my child may sustain or other medical condition I/my child may experience during my/my child’s attendance at or participation in the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical/first aid personnel if I am not able to act on my/my child’s own behalf. I further authorize the attending medical/first aid personnel to execute on my/my child’s behalf any permission forms, consents or other appropriate documents relating to medical attention for me/my child and to act on my/my child’s behalf if I am not able or immediately available to do so.

5. **Publicity Release.** I authorize The Phillies and/or the other parties involved with the Event to produce, reproduce, broadcast and otherwise use photographs, films, videotapes, recordings, digital images and other depictions, likenesses or images of me/my child, my/my child’s name and/or my/my child’s voice, in any media form, worldwide, in connection with my/my child’s attendance at or participation in the Event without compensation, for an unlimited duration and I release each such party from any and all liability in connection with it doing so.

*I, intending to be legally bound, have carefully read and voluntarily agree to this Waiver and Release and I understand its full legal effect.*

Participant’s Signature: _____________________________________________

Participant’s Name: _________________________________________________

Address: __________________________________________________________

Birth Date of Participant: _____________________________

Today’s Date __________________________________________

*If Participant is under 18 years of age, I represent that I am over the age of 18 and a parent or guardian of the minor who has signed the above Waiver and Release. I, intending to be legally bound, do hereby agree that we both will be bound by this Waiver and Release.*

Parent or Guardian’s Signature: _______________________________________

Parent or Guardian’s Name: ___________________________________________

Address: __________________________________________________________

Relationship to Participant: _______________________________________

Today’s Date __________________________________________

(Last revised: 03-23)