

**Release, Discharge, Waiver, Indemnification and Covenant Not To Sue  
By Tampa Bay Rays Event Participant ("Release")**

In consideration of the undersigned participant (together with, if such participant is younger than 18 years old, Participant's parent(s) or court-appointed guardian(s), referred to herein as "Participant") being provided the opportunity by the Tampa Bay Rays and the sponsor, if any, named in the "Event Information" section at the end of this Release ("Sponsor") to participate in the event described on the last page hereof (the "Event") and any and all related activities offered as a part of the Event (each, a "Related Activity", and collectively, the "Related Activities"), and as an inducement and condition precedent to the "Released Parties" (hereinafter defined) permitting the Participant to attend and/or participate in the Event and the Related Activities, Participant or, if Participant is younger than 18 years old, Participant's parent(s) or legal guardian(s) on behalf of Participant, hereby voluntarily agrees as follows:

**RELEASE FROM LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE.** Participant hereby releases and discharges Tampa Bay Rays Baseball, Ltd., 501SG, LLC, Sunburst Entertainment Group LLC., the City of St. Petersburg, the County of Pinellas, the Sponsor, and each owner and operator of any venue at which the Event or any Related Activity is conducted, and any other sponsor, promoter or advertiser of the Event or any Related Activity, and each of their respective affiliates, officers, directors, employees, volunteers, partners, owners, and agents (individually, a "Released Party", and collectively, the "Released Parties"), from, and waives with respect to each and every Released Party, and covenants not to sue any Released Party for, any and all claims, demands, losses, costs, liabilities, damages, and expenses (including, but not limited to, attorneys' fees and costs through all appeals and other proceedings) of any nature whatsoever (individually, a "Liability", and collectively, the "Liabilities") which may in any way actually or allegedly, in whole or in part, arise from, be connected with or relate to Participant's attendance at and/or participation in the Event or any Related Activity, including, but not be limited to, travel to or from the Event or any Related Activity. The undersigned further agree(s) that if, notwithstanding this Release, the undersigned, or anyone acting on behalf of the undersigned, or if the Participant is younger than 18 years old, anyone acting on behalf of such minor child or his/her estate (including the undersigned or any other parent or legal guardian of such minor child), asserts any Liability or initiates any legal proceedings against any of the Released Parties, the undersigned, on his or her own behalf (independent of the rights, claims and defenses of any minor Participant with respect to this Release), will indemnify, protect, defend and save harmless each and every of the Released Parties of, from and against any Liabilities which may in any way actually or allegedly, in whole or in part, arise from, be connected with or relate to Participant's attendance at and/or participation in the Event or any Related Activity, including, but not limited to, travel to or from the Event or any Related Activity. This Release shall be applicable to any and all Liabilities that may be incurred at any time in connection with or as a result of the Participant's attendance at and /or participation in the Event or any Related Activity, regardless of how any such Liability may have been incurred and whether or not such Liability is based on or the result of the alleged or actual fault or negligence of any third party, including without limitation any of the Released Parties or any other participant in the Event.

**ASSUMPTION OF RISK.** Participant is aware of and understands the inherent risks and dangers of the Event and the Related Activities and the potential for injury (including, among other things, muscle injuries, heat and stress-related issues, broken bones, permanent disability, paralysis and death, both during and after participation in the Event and the Related Activities) which may be caused by the Participant's own actions, or inactions, those of others participating in the Event and the Related Activities, the conditions in which the Event and the Related Activities take place, and/or the negligence of the Released Parties, and that there may be other risks either not known to the Participant or not readily foreseeable at this time. Notwithstanding the foregoing and the other provisions of this Release, the Participant fully accepts and assumes all risks of responsibility for personal injury or death to, or damage to or loss of property of, Participant arising from, based upon or relating to participation in the Event and Related Activities. Such assumption of risk includes, but is not limited to, any personal injury or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill of any participant in the Event or Related Activities, or caused in whole or in part by the negligence of any Released Party. Participant understands and agrees that in the event of any injury to Participant at the Event or a Related Activity, Participant authorizes any of the Released Parties at Participant's expense to use his/her discretion in connection with medical treatment, including being transported to a medical facility, and that none of the Released Parties will be responsible for any decisions relating to medical treatment for Participant or such treatment itself.

**RIGHT OF PUBLICITY.** Participant hereby grants permission to record and utilize Participant's videotaped or photographed image, likeness and/or voice as well as Participant's name and any other identification for advertising, publicity, instructional or any other purposes in connection with the Event, the Related Activities or the business of any of the Released Parties, in any medium from time to time without compensation or notice to Participant.

**EQUIPMENT.** Participant understands that any equipment provided to Participant is being made available to Participant solely by the manufacturer of such equipment, and not by any other person (including, but not limited to, any of the Released Parties) and that the fit, adjustment, and use of such equipment by Participant is solely Participant's responsibility.

**NO OBLIGATION OF RELEASED PARTIES.** None of the Released Parties shall have, or be deemed to have, any obligation to Participant hereunder or otherwise in connection with the Event or any Related Activity unless set forth in writing and signed by the Released Party.

**REPRESENTATIONS.** Participant acknowledges that Participant has (i) had full opportunity to ask any questions regarding the Event and the Related Activities that Participant may have and fully understands the nature of the Event and the Related Activities, (ii) read and understands this Release, (iii) been given an opportunity to review this Release with anyone Participant chooses, including a lawyer, (iv) understand that Participant has given up substantial rights by signing this Release and (v) has full power, right and authority to sign this Release [if Participant is younger than 18 years old and this Release is being signed by his parent(s) or legal guardian(s), the undersigned represents that he/she has the full power, right and authority to sign this Release without obtaining the consent or permission of any other person or entity] and has freely and voluntarily signed this Release without any inducement or assurance of any nature, for good and valuable considerations inuring to the undersigned's benefit and intends for it to be legally binding. Participant represents that Participant (i) is in good physical condition, (ii) is

physically able and has the skill level necessary to participate in the Event and any Related Activity in which Participant will be participating, and (iii) is not subject to any mental, emotional, physical or medical problem, condition or disability that would in any way prohibit, inhibit or limit the Participant's full participation in, or threaten, jeopardize or risk the health of the Participant or any other person in connection with, the Event and the Related Activities. THE UNDERSIGNED CERTIFIES THAT HE/SHE IS 18 YEARS OF AGE OR OLDER AS OF THE DATE OF EXECUTION OF THIS RELEASE AND, IF THE UNDERSIGNED IS EXECUTING THIS RELEASE AS PARENT OR GUARDIAN OF A MINOR, THAT THE INFORMATION SET FORTH BELOW PERTAINING TO SUCH MINOR IS TRUE, CORRECT AND COMPLETE.

**CONSTRUCTION.** This Release is meant to be liberally construed to protect the Released Parties to the fullest extent allowed by law.

**GOVERNING LAW.** THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE IS GOVERNED AND INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. ANY LEGAL ACTION RELATING TO OR ARISING OUT OF THIS RELEASE SHALL BE COMMENCED EXCLUSIVELY IN STATE COURTS OF PINELLAS COUNTY, FLORIDA, ST. PETERSBURG DIVISION. IF ANY PORTION OF THIS RELEASE IS HELD INVALID, IT IS AGREED THAT THE BALANCE HEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

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**Signature (For Participant Age 18 or Over)**

\_\_\_\_\_  
[Printed Name of Participant (if 18 or over)]

\_\_\_\_\_  
[Signature of Participant (if 18 or over)]

Date of Execution: \_\_\_\_\_, 20\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Additional People in Party

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Printed Name of Additional People in Party

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Printed Name of Additional People in Party

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Printed Name of Additional People in Party

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Printed Name of Additional People in Party

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**Event Information**

Event Date(s): 9/10/23                      Location of Event: Tropicana Field

Name/Description of Event: Dog Day at the Rays