

YOGA IN THE OUTFIELD

RELEASE AND WAIVER

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 ACCEPTING THE TERMS & CONDITIONS AND SIGNING

In consideration of myself being permitted to participate in the YOGA IN THE OUTFIELD activities, scheduled to take place at Salt River Field at Talking Stick (the "Ballpark") located at 7555 N. Pima Rd., Scottsdale, AZ 85258 on Saturday, May 22, 2021 ("Event"), which includes, but is not limited to, access to the playing field, yoga, yoga-related activities, contact with other participants, and other physical activities, I hereby agree to the following:

1. Assumption of Risk. I understand that my participation in the Event involves risks of injury (including death) from many causes, including, without limitation, my own physical condition and the negligence of other participants in the Event, and I, on behalf of myself, voluntarily assume and accept those risks. I acknowledge that my participation in the Event is voluntary and may be terminated by me or Salt River Fields at Talking Stick Staff at any time.
2. Release of Liability. I understand that the Ballpark, its affiliates, and its landlord, the Salt River Pima-Maricopa Indian Community, AZPB Limited Partnership (*dba* the "Arizona Diamondbacks and the Colorado Rockies Baseball Club, Ltd. are not responsible for me, including any injury or damage to me, or my property while I am participating in the Event. I agree that I will not assert and I hereby release any legal claim against the Ballpark, Salt River Pima-Maricopa Indian Community, Arizona Diamondbacks, or the Colorado Rockies Baseball Club, Ltd. for any personal injuries or property damages that may occur as a result of my participation in the Event. I hereby agree to protect, indemnify, defend and hold harmless the Ballpark, Salt River Pima-Maricopa Indian Community, Arizona Diamondbacks, the Colorado Rockies Baseball Club, Ltd., and any of its affiliated entities, Major League Baseball and each of its member clubs, any sponsor of the Event, and other affiliated entities of the Ballpark (collectively, the "Indemnitees"), from and against any and all actions, causes of action, claims, suites, demands (or other legal actions), losses, damages, costs and/or expenses (including, without limitation, reasonable attorney's fees and disbursements) for personal injury, property damage and any other injury or loss of any kind arising out of, in connection with, or resulting from my participation in and/or attendance at the Event regardless of who causes the injury or damage and regardless of whether based on fault or negligence or not.
3. Physical Condition. I hereby represent that I am in good health and sound physical condition, and have no physical defects which would or could interfere with my performance of the activities in the Event. I, on behalf of myself, assume all responsibility for obtaining any physical examinations which may be indicated or advisable prior to participation in the Event, and release, waive and discharge the

Indemnites 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 prior to participating in the Event. This document shall be binding upon my heirs, distributees, next of kin, executors, administrators, personal representatives, and assigns.

4. Image Release. I further agree that by signing below, and in consideration of my participation in the Event, I authorize Major League Baseball properties, Inc., the Office of the Commissioner of Baseball and the other Major League Clubs, the Colorado Rockies Baseball Club, Ltd., Salt River Pima-Maricopa Indian Community, Salt River Fields at Talking Stick, and other affiliated entities to depict in perpetuity my likeness, images, name, words, voice and biographical information ("Images") in photographic or other works appearing in any and all media for purposes of promoting, advertising, or marketing current or future events; and I agree that such Images may be used by them for that purpose without compensation.
5. COVID-19 Release: I accept and acknowledge the increased risk of contracting COVID-19 while participating in the Event within and Salt River Fields at Talking Stick (Facility), Salt River Pima-Maricopa Indian Community (SRPMIC), AZPB Limited Partnership (dba the Arizona Diamondbacks), AZPB FM Limited Partnership, AZPB REM Limited Partnership, Arizona Diamondbacks Foundation, Inc., Maricopa County Stadium District, Colorado Rockies Baseball Club, Ltd., Major League Baseball, and all of their respective promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers, contractors, and employees (collectively, the Releasees).
 1. I assume all risk and liability and HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the (Event), OTHER PARTICIPANTS (Coaches, Trainers, Staff Security, Field Maintenance) and the (Facility) where games or Events are played.
 2. I certify, I have not tested positive for COVID-19, am not required to self-isolate, Quarantine, or have been identified in any contact tracing. If I have tested positive for COVID-19 in the past I have been cleared by a medical professional to participate and possess written proof.
 3. I attest prior to the (Event), I do not have a temperature of 100.00 or higher, cough, nausea, shortness of breath, loss of taste and smell, muscle weakness, or any flu like symptoms.
 4. I understand and will comply with any and all rules/guidelines set forth by the (Facility) to participate such as but not limited to "social distancing", game rules and field use changes/limitations, sharing of equipment, wearing of masks, and subject to COVID-19 testing if required.
 5. I UNDERSTAND IF I violate any of these rules could result in my banishment or suspension from the league and forfeiture of all fees paid.
 6. With the (Event) having to prepay all upfront costs for events, I understand that if for any reason the (Event) gets shutdown due to COVID-19, there will not be refunds of participant registration fees.

Signature of Owner:

Date:
