

WAIVER AND GENERAL RELEASE OF CLAIMS AND COVENANT NOT TO SUE

I, undersigned, fully understand, appreciate and agree that I have voluntarily requested to participate in an event entitled "Bark at the Park" at Dolphins Stadium, which will involve my attendance and the attendance of my dog or dogs of which I have custody, at Dolphins Stadium. I understand that my actions and the actions of the dog(s) I have custody and/or control of during the event may result in injuries and damages to myself and others, whether anticipated or unanticipated or foreseeable or unforeseeable, including my dog or dogs as well as dogs of others by participating in this event. I understand that I assume the risk and responsibility for any and all risks associated with participating in this event including but not limited to injury and property damage as well as injury and property damage to dogs. I hereby represent that the dog(s) of which I will have custody during the event are and will be in good health. I agree to abide by any decision of any Stadium official relevant to my ability or the ability of the dog or dogs of which I have custody to participate in this event safely, and I further agree that Stadium officials may authorize necessary treatment for me and/or the dog or dogs in my custody. I further assume any and all risks associated with my participation in this event including but not limited to illness, traveling to and from the event, falls, contact with spectators at the event, injuries or damages including death sustained by and through other participant dogs, the effects of the weather including extreme temperature and humidity, the condition of the premises and Stadium, including sidewalks and parking lots, and it is understood and agreed that all such risks are appreciated by me. I confirm and assure that the dog(s) have current rabies vaccinations. I agree to abide by all the rules and instructions given in connection with this event. I assume the risk for injuries and damages sustained as a result of the manner and method by which the event is administered. I acknowledge that I have completed the "Bark at the Park 2009" Application and I understand that I am solely responsible for the accuracy of information that is contained therein. I hold the parties as identified below released from liability and any responsibility for verifying the information contained in the application whether the information was provided by me or any other person.

I, the undersigned, have read this waiver and I am competent to sign the waiver with full understanding of the above information. In consideration for allowing me to participate in this event with the dog(s) in my control, I hereby for myself, my heirs, executors, and administrators or anyone acting on my behalf, waive, release, covenant not to sue, and fully indemnify and hold harmless and discharge the Florida Marlins LP, South Florida Stadium Corporation, d/b/a Dolphins Stadium, their respective directors, partners, employees, officers, owners, affiliates and agents, any sponsor of "Bark at the Park", suppliers, agents and independent contractors or other personnel or entities in any way assisting or connected with this event from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) of any kind arising out of my or my dog(s) participation in this event, regardless of who causes the injury or damage sustained and regardless of whether based on fault or negligence or not.

I also understand that parties named in this waiver and release may subsequently use, for publicity or promotional purposes, my name or pictures of me and my dog or dogs without liability or obligation to me.

Name of Participant (Must be age 18 or older)

Date

Signature of Participant

