

HELFAER FIELD
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

-- READ BEFORE SIGNING --

In consideration for the permission granted to me, including my children or legally-incapacitated adults, and/or those in my legal custody, by the Milwaukee Brewers Baseball Club, L.P. (“MBBC”) to enter areas of Helfaer Field for the purpose of participating in _____ (the “Activity”), I acknowledge, appreciate, and agree as follows:

1. The Activity I am about to engage in may involve a risk of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, and/or the negligence of the “Releasees” named below. In addition, I fully understand that there may be other, additional risks either known or unknown to me, or not readily foreseeable at this time;

2. I knowingly and freely assume all such risks and all responsibility for such risks, both known and unknown, even if arising from the negligence of the Releasees named below, or others, with the exception of any harm caused intentionally or recklessly;

3. I willingly agree to comply with the stated and customary terms and conditions of participation in the Activities and have elected to participate on a purely voluntary basis;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, and covenant not to sue the Milwaukee Brewers Baseball Club, Limited Partnership, The Southeast Wisconsin Professional Baseball Park District, Major League Baseball, and the officers, partners, officials, managers, coaches, players, agents, employees, volunteers and affiliates of each of these entities, and any other participants in the Activities (the “Releasees”), from any and all liability, claims, demands, losses, or damages related in any way to any injury, disability, death, loss, or damage to person or property incurred as a direct or indirect result of my involvement or participation in the Activities, including those caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly;

5. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby agree to indemnify and hold harmless all of the above Releasees from any and all liabilities, including any and all related claims by third parties, (including attorneys’ fees) related in any way to my involvement or participation in the Activities, even if arising from the negligence, to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly;

6. I hereby give my permission to the Milwaukee Brewers Baseball Club to use my name and any photographs or other likenesses of me, my children or legally-incapacitated adults, and those in my legal custody, in connection with promotions of the event in which I/we participate or other events of the Milwaukee Brewers Baseball Club at Helfaer Field; and

7. I acknowledge that I have been given the opportunity to bargain for the rights I have agreed to waive herein, and I further acknowledge that I have waived my opportunity to bargain for those rights.

I hereby represent that I am a legal adult or that my parent/guardian has completed the required additional form, and I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Signature _____ Date Signed _____ Age/Date of Birth _____

Print Name: _____

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF
MINORITY AGE OR LEGALLY-INCAPACITATED ADULTS
(UNDER AGE 18 AT TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for the participant named herein, do consent and agree to his/her (1) participation in the Activities and (2) agreement to all terms of the release, as set forth in Paragraphs 1-7 above, of all Releasees, for and on behalf of him/herself, myself, my heirs, assigns, and next of kin. I further agree to release, indemnify and hold harmless the Releasees from any and all liabilities and costs (including attorneys' fees) that may be incurred as a direct or indirect result of my minor child's or legally-incapacitated adults involvement or participation in these Activities as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law, with the exception of any harm caused intentionally or recklessly. I further represent that I have the legal right to execute this document on behalf of the named minor child.

Minor's Name (please print): _____

Minor's DOB: _____

Minor's Uniform Number: _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

Relationship to Minor: _____

Dated: _____

Address: _____

Emergency Telephone Number: _____

Witness Signature _____

Date _____