



RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

NOTICE: By signing this Agreement, you waive certain legal rights, including the right to sue. In consideration for being allowed to participate in certain physical and related activities (the "Activity") in or around Globe Life Park in Arlington, the Participant agrees as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against Rangers Baseball LLC (the "Rangers"), Baseball Parking Partners LLC, Ballpark Real Estate, L.P., Rangers Baseball Express LLC, Rangers Baseball Real Estate LLC, the City of Arlington, and each of their affiliates, owners, employees, agents, volunteers, participants, and successors-in-interest (collectively, "Released Parties"), arising out of the Participant's participation in the Activity, expressly including any claims arising from any **NEGLIGENT** acts or conduct of the Released Parties.
- 2) **TO ASSUME ALL RISKS** of participating in the Activity, even those caused by the **NEGLIGENT** acts or conduct of the Released Parties. The Participant understands that the risks of participating in the Activity may be both foreseen and unforeseen and include serious physical injury and/or death and other personal and property damages;
- 3) **TO RELEASE** the Released Parties from all liability for any loss, damage, injury, death, or expense that the Participant may suffer, arising out of his/her participation in the Activity, even those caused by the **NEGLIGENT** acts or conduct of the Released Parties; and
- 4) **TO INDEMNIFY** the Released Parties from all liability for any loss, damage, injury, death, or expense that the Participant may suffer, arising out of participation in Activity.
- 5) **ARBITRATION**. I agree to submit any dispute arising from the Activity to binding arbitration. Each party shall pay its own costs. Arbitration shall be commenced within 1 year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Tarrant County, Texas.
- 6) **MISCELLANEOUS**. In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. In the event of my incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives. I hereby permit the placement of my name and photo on the Rangers' website and on other promotional materials. I waives all potential claims and liabilities against the Released Parties and Major League Baseball Advanced Media ("MLBAM"), relating in any way to the collection, use and disclosure of any personally identifiable information on the internet. **I understand that that I am obligated to follow the rules of the Activity and that I can minimize risk of injury by the exercise of common sense and by being aware. If, while participating in the Activity, I observes any unusual hazard, which I believes jeopardizes my personal safety or that of others, I will remove myself from participation in the Activity and promptly bring the hazard to the Rangers' attention.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____

Date: _____

Participant name: _____

Phone number: _____