

2024 “DOG DAY” AT SEATGEEK STADIUM WITH THE CHICAGO HOUNDS

Participant Release and Waiver of Liability Agreement

By voluntarily attending and participating in the 2024 “Dog Day” event at SeatGeek Stadium in Bridgeview, Illinois on May 12, 2024 (the “Event”), I hereby appreciate and agree as follows:

I, _____, acknowledge and fully understand that participation in the Event may result in personal injury or damage to myself, my pet or my party. I recognize that the Chicago Hounds, LLC (“Company”) cannot guarantee the absence of the risk of injury during the Event. I also know natural and man-made obstacles or hazards and surface and environmental conditions, including without limitation other unfamiliar pets, may be present at SeatGeek Stadium (the “Venue”) during the Event and each may carry a significant risk of personal injury to me, my pet, or my assigns, and/or damage to my property. At all times during the Event, I agree to take an active role in identifying and accepting those risks, conditions, obstacles, and hazards. I am not required to undertake or participate in the Event—I have freely elected to do so and am choosing to participate in the Event at my own risk. I represent that I understand the nature of the activities associated with the Event and I, my pet, and my party, are qualified, in good health and temperament, and in proper physical condition to participate in the Event. I further represent that my pet has no history of aggression towards people of any age or dogs. **For myself, my pet, and my assigns, I assume all risk incidental, inherent and relating to the Event, including, but not limited to, the danger of myself or my pet being injured by or in connection with Event participation, including without limitation, (i) all risks and danger inherent in the sport of rugby and all warm-ups, practices, player walk-outs, ball retrieval, and competition associated with rugby, including specifically (but not exclusively) the danger of being injured by kicked or thrown balls; (ii) contact or collisions with other Event participants, their party, their pets, or Event staff, including without limitation the risk of proximity of myself and my pet to other potentially aggressive or otherwise dangerous dogs, e.g., bites, scratches, and other serious injuries; (iii) any other incidents or accidents associated with crowds of people and animals or the negligence or misconduct of others; and (iv) property loss or damage related to any of the above..**

I acknowledge that if I believe Event conditions are unsafe, I will immediately discontinue participation in the Event. I fully understand that participation in the Event activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in SERIOUS BODILY INJURY, ILLNESS, PERMANENT DISABILITY, PARALYSIS, DEATH, DAMAGE OR LOSS to myself, my pet, my property, my party, and to other third parties and their property which may be caused by my own actions, or inactions, those of others and/or their pets participating in the Event, the conditions in which the Event takes place, or the negligence of the Released Parties (as defined below). I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I, my pet, or any third parties incur as a result of my and my pet’s participation in the Event.

I, on behalf of myself, my heirs, assigns, administrators, executors, legal and personal representatives, next of kin, and any other person who obtains any rights from me, hereby forever release, waive, discharge, save and hold harmless, and covenant not to sue Company, Village of Bridgeview, the Major League Rugby, and each of their respective parents, subsidiaries, affiliates, owners, directors, officers, employees, agents, partners, representatives, doctors, nurses or anyone offering medical assistance, volunteers, insurers, successors and assigns, other participants at the Event, and any sponsors or advertisers of any of the foregoing (the “Released Parties”) from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys’ fees and costs) (collectively, “Losses”) arising out of or in any way related to my and/or my pet’s participation in the Event and related activities, including, without limitation, any injury arising from Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Released Party or otherwise, including negligent rescue operations.

I agree to indemnify and save and hold harmless the Released Parties from and against any Loss, liability, damage, or cost they may incur due to my or my pet’s attendance at the Event and regarding any matter within the scope of this Participant Release and Waiver (“Release”). IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I understand and agree that medical or other services rendered to me or my pet by or at the insistence of any of the Released Parties, is not admission of liability to provide, or to continue any such services, and is not a waiver by the Released Parties of any rights hereunder.

All information provided by me to the Company in connection with my, my pet’s, and/or my party’s participation in the Event is truthful and accurate. If I am accompanied by a pet for this Event, I represent that such pet is in good health, is up to date with current vaccinations for Bordetella, Rabies, and Distemper/Parvo, is properly registered pursuant to and in compliance with all applicable laws, regulations, ordinances, etc. (including without limitation any and all applicable municipal dog registrations and licenses), has been in my care for a minimum of ten (10) days prior to the date of the Event, has generally displayed a temperament compatible with participation in the Event, has no history of aggression towards people or dogs and no bite history of any kind, and will be on a leash at all times during the Event. I understand and agree that any pet accompanying me at the Event must be supervised by me. I shall be fully responsible for any and all injuries and/or property damage arising out of my own and/or my pet’s behavior, actions, and/or inaction. I shall fully indemnify the Released Parties from any and all claims, demands, losses, liabilities, damages, or cost which they may incur as a result of such claim (including but not limited to attorneys’ fees) incurred by any such persons or entities defending against such claims arising out my participation in the Event, regardless if such claims arise from the sole or concurrent

conduct of any of the Released Parties (including claims based on or involving a Released Parties negligence, recklessness, strict liability, or misconduct). I acknowledge the Company makes no representation or warranty of any kind regarding the health or temperament status of any people or pets participating in the Event.

In connection with any injury I and/or my pet may sustain or any other medical condition we may experience during our participation in or with the Event, I authorize any emergency first aid, medication, medical treatment or surgery (collectively, "**Emergency Medical Services**") deemed necessary by the attending medical, first aid or emergency personnel (collectively, the "**Medical Staff**") if I am not able to act on our behalf. I further authorize (x) the Medical Staff to execute on our behalf any permission forms, consents or other appropriate documents relating to medical attention for us and to act on our behalf if I am not able or immediately available to do so and (y) the disclosure of any personal information relating to us by Company, the Venue, Major League Rugby or any of its representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents or other appropriate documents relating to medical attention executed by any of the Medical Staff. Notwithstanding the foregoing paragraph, I understand and acknowledge Company has made no representation or warranty regarding the availability of any particular type or degree of medical care at the Event. Company will not make available any type of licensed veterinary care.

I agree to abide by all rules and regulations of Venue and Company. I understand that the Company and Venue have the right to remove me, my pet and my party from the Venue and/or to terminate the Event at any time and for any reason in the Company's or Venue's sole and absolute discretion.

I understand and agree the Event is for the sole purpose of my entertainment. Any pictures or photographs that I take shall be used solely for my private, non-commercial use. No sale, transmission, distribution or commercial use may be made of the pictures, descriptions or use of the Event.

I have read this Release, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder of this Release shall remain enforceable to the full extent allowed by law.

I hereby grant to the Released Parties and their respective designees the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional compensation or consideration, notification or permission, and in perpetuity, in any and all media now or hereafter known, my or my pet's likeness, image, name, words, voice, actions and/or biographical information (collectively, "**Images**") in photographic, video or audio recordings or other works for purposes of promoting, advertising, or marketing current or future events related to Company, any of the Released Parties or the Event, and I agree that such Images may be used by any Released Party (including its rightsholders, sponsors and/or other licensees) for all such purposes. In addition, in connection with the use of the Images, I hereby release and waive any action or cause of action that I (or anyone acting on my behalf) may assert in connection with the use of the Images including, but not limited to, any claims for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear.

No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the non-prevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Release shall be binding upon the undersigned, and their heirs, successors, assigns, next of kin, and legal and personal representatives. I expressly agree this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. This Release and the validity thereof shall be interpreted, enforced, governed by and construed in accordance with the substantive laws (excluding choice of law provisions) of the State of Illinois. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in Chicago, Illinois. No such action may be brought as a class action.

I hereby declare I have reached the age of 18 years; I have carefully read all of the foregoing; I fully understand its contents; I have given this release and waiver of my own free will; and this release and waiver binds my heirs, assigns, administrators, executors, legal and personal representatives, and next of kin.

Pet's Name:

Pet's Breed:

Pet's Age (may approximate if necessary):

Pet's Municipal Registration #:

My pet has no known history of aggression towards people of any age or dogs.

Participant (Print):

Participant (Signature): Date: