



**Publix Field at Joker Marchant Stadium  
69<sup>th</sup> SSEF of Florida Student Mixer, April 3<sup>rd</sup>, 2024  
RELEASE**

*The Regional Director will collect and submit all the releases in a bundle to the SSEF of Florida*

**STUDENT NAME:** \_\_\_\_\_

**REGION** \_\_\_\_\_

Participants under age 18 must have parent or guardian complete Parts "A" and "B".

THE UNDERSIGNED further expressly agrees that the foregoing release is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

This Release specifically embraces each and every event sanctioned, authorized, or promoted by said Releasees at any time and applies to each and every event or activity hereinabove mentioned, and has the same effect as if executed before each and every activity or event in which the undersigned participates. This Release shall be governed under Michigan law.

**PART A: PARENT/GUARDIAN INFORMATION**

**THE UNDERSIGNED HAS READ PART A WAIVER AND RELEASE FROM LIABILITY AND VOLUNTARILY SIGNS THIS RELEASE and further agrees that no oral representation, statement, or inducement apart from the foregoing written agreement have been made**

*Signed:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City/State/Zip:* \_\_\_\_\_ *Phone #:* \_\_\_\_\_

**EACH PARTICIPANT UNDER THE AGE OF 18 MUST HAVE PART "B" FILLED OUT AND SIGNED FOR BY A PARENT OR LEGAL GUARDIAN.**

**PART B- PARENT/GUARDIAN WAIVER-RELEASE FROM LIABILITY**

If Participant is under 18 years of age, a parent or guardian must execute in addition to the above, this following waiver:

The undersigned (print Parent/Guardian name), \_\_\_\_\_, referred to as the parent or legal guardian of

\_\_\_\_\_ (minor)

does hereby represent that he/she is, in fact, acting in such capacity and agrees to the terms and conditions of the Release on behalf of the referenced minor.

*Parent Signature:* \_\_\_\_\_ *Relation to Minor:* \_\_\_\_\_

**PART "A" – WAIVER AND RELEASE FROM LIABILITY**

In consideration of being permitted to enter into Publix Field at Joker Marchant Stadium, and/or the areas appurtenant thereto (e.g., Concourse, the Berm, The Runway, 34 Club, Clubhouse, Parking lots, etc.) and/or upon the playing field and/or any restricted areas (defined as areas to which admission by the general public usually is prohibited, e.g., the playing field, dugouts, locker rooms) (collectively the "Property") including for the purpose of being permitted to volunteer, compete, officiate, observe or participate in any activity at Publix Field at Joker Marchant Stadium (e.g., volunteer, baseball game, hitting practice, fielding practice and/or any other activity or opportunity) (hereinafter collectively defined as "Activity"), the undersigned, for him/herself, his/her personal representatives, heirs, next of kin and assigns, acknowledges, warrants, agrees and represents that (a) s/he has inspected, or immediately upon entering into or upon the Property will inspect, such Property and (b) upon his/her entry into or upon the Property, s/he finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and (c) if, at any time, he is in, upon, or about the Property and he feels anything to be unsafe, s/he will immediately advise a representative of the Flying Tigers, Detroit Tigers, Joker Marchant Stadium, or the City of Lakeland of such unsafe condition and will leave the Property. Further, the undersigned, for himself, his/her personal representatives, heirs, next of kin, and assigns acknowledges and agrees that if the Activity involves physical activity, such Activity should be engaged in only by persons in good health, and (neither Detroit Tigers, Inc. nor any of the entities listed below, nor their personnel, are qualified to determine the undersigned's condition or health, and it is the undersigned's responsibility to consult a physician prior to participating in any such Activity. The undersigned, for him/herself, his personal representatives, heirs, next of kin, and assigns further:

HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Detroit Tigers, Inc., Tiger Ballpark, LLC, Ilitch Holdings, Inc., Olympia Entertainment, Inc., Olympia Entertainment Tiger Ballpark, Inc., City of Detroit, Polk County, the City of Lakeland, Major League Baseball and their respective affiliates at Comerica Park and their respective owners, shareholders, subsidiaries, sponsors, officers, directors, employees, agents, successors, affiliates and representatives and other participants in the Activity, all for the purposes herein referred to as "Releasees", from all liability to the undersigned for any and all loss, liability, damage, or cost and any and all claims or demands therefore on account of injury to the person or property of the undersigned, including death, whether caused in whole or in part by the negligence of the Releasees or otherwise, while the undersigned is in, about, or upon the Property, and/or competing, officiating, observing, being present at, working for, or in any way participating in or involved with any Activity.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur in whole or in part due to the presence of the undersigned in, about, or upon the Property and/or the undersigned's involvement or presence in or at any Activity and whether such loss, liability, damage or cost is caused in whole or in part by the negligence of the Releasees or otherwise.

HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due in whole or in part to the negligence of Releasees or otherwise while in, about, or upon the Property and/or while involved in or present in or at an Activity. Participant has made all necessary parties, including but not limited to Detroit Tigers, Inc. and host facility staff, aware of any and all medical conditions that may lead to a medical emergency or affect his or her treatment in the event of a medical emergency. Participant gives consent to the instructors, coaches and host facility staff to administer first aid if necessary.

EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITY AND/OR BEING IN, ABOUT, OR UPON THE PROPERTY MAY BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.

THE UNDERSIGNED further grants full permission to Detroit Tigers, Inc., the Flying Tigers, Olympia Entertainment, Inc., Major League Baseball, Ilitch Holdings, Inc. Olympia Entertainment Tiger Ballpark, LLC, Tiger Ballpark, LLC to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to the undersigned or anyone on Participant's behalf, Participant's name, nickname, voice, biographical information, photograph, and/or other image and likeness, however captured, and any photos, motion pictures, TV, radio, recordings, videos,

and other media or record (known and unknown), and to use Participant's image and likeness in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement or fee of any kind due to the undersigned or any other person, worldwide and in perpetuity.

#### COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This section is an acknowledgement and express assumption of risk and release of liability in any way related to THE UNDERSIGNED being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease"), during or in connection with THE UNDERSIGNED's participation in the Event and/or THE UNDERSIGNED's presence at the Facility. By participating in the Event and/or being present at the Facility, THE UNDERSIGNED acknowledges and expressly assumes the risk that THE UNDERSIGNED may be exposed to Communicable Disease. THE UNDERSIGNED expressly understands that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. THE UNDERSIGNED further acknowledges and understands that any interaction with Event staff, participants and any other individuals present at the Facility poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that THE UNDERSIGNED will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Event and/or being present at the Facility are risks that cannot be eliminated. If infected with Communicable Disease, THE UNDERSIGNED acknowledges and understands that THE UNDERSIGNED may subsequently infect others, even if THE UNDERSIGNED does not experience or display any symptoms.

In connection with the foregoing, THE UNDERSIGNED agrees that he/she will not participate in the Event or be present at the Facility if, within fourteen (14) days preceding the Event, THE UNDERSIGNED, (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice (each, a "Prohibited Country") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Country within fourteen (14) days preceding THE UNDERSIGNED's encounter with such person. THE UNDERSIGNED further agrees that he/she will submit to any health screening and/or Communicable Disease testing that may be required as a condition of participation in the Event and/or presence at the Facility.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE THE RELEASEES FOR, AND THE RELEASEES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY THE UNDERSIGNED OR ANY OTHER INDIVIDUAL INFECTED BY THE UNDERSIGNED, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE EVENT AND/OR BEING PRESENT AT THE FACILITY DURING A COMMUNICABLE DISEASE PANDEMIC.

THE UNDERSIGNED further expressly agrees that the foregoing release is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE and further agrees that no oral representation, statement or inducement apart from the foregoing written agreement have been made.

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