

DETROIT TIGERS, INC.

Waiver and Release

In consideration of the undersigned being permitted to enter for any purpose any RESTRICTED AREA (HEREIN DEFINED AS THE AREAS TO WHICH ADMISSION BY GENERAL PUBLIC SPECTATORS IS PROHIBITED) of Comerica Park, or being permitted to photograph, film, observe, participate in batting or fielding practice, or for any purpose participate in any way in any event at Comerica Park (the "Event"), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such Restricted Areas, and will continuously thereafter, inspect such Restricted Area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such Restricted Area or areas and his participation, if any, in the Event constitutes an acknowledgment that he has inspected such Restricted Area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about the Restricted Areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the Restricted Area(s).
UNDERSIGNED further:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Detroit Tigers, Inc., Tiger Ballpark L.L.C., Ballpark Operations Management Inc., Ilitch Charities, City of Lakeland, Lakeland Flying Tigers, Joker Marchant Stadium, Olympia Entertainment, Inc., Olympia Entertainment Tiger Ballpark, Inc., Little Caesar Enterprises, Theater Operators, Inc., the Downtown Development Authority, the Detroit/Wayne County Stadium Authority, the County of Wayne, the City of Detroit and the City of Detroit Building Authority, Major League Baseball, their respective affiliated corporations and entities, any promoter(s) of the Event, other participants, operators, officials, any persons in a Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event and each of them, their respective officers, directors, shareholders and employees agents and contractors, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representative, assigns, heirs, and next of kin and all other persons claiming through or on behalf of the undersigned for any and all damage, and any claim or demands therefore on account of injury to the person or property of undersigned or resulting in death of the undersigned from any cause whatsoever, whether caused by the negligence of the Releasees or otherwise while the undersigned is entering, exiting, in or upon the Restricted Area, and/or, photographing, filming, observing, participating in batting or fielding practice, or for any other purpose participating in or observing the Event.
2. 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 due to the presence of the undersigned entering, exiting in or upon the Restricted Area and/or while photographing, filming, observing, participating in batting or fielding practice, or for any purpose participating in or observing the Event and whether caused by the negligence of the Releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while entering, exiting in or upon the Restricted Area and/or while photographing, filming, observing, participating in batting or fielding practice, or for any other purpose while participating in or observing the Event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the Event and in the Restricted Areas are dangerous and involve the risk of serious injury and/or death and/or property damage.
5. EACH OF THE UNDERSIGNED expressly acknowledges the Releasees retain absolute discretion to prohibit / remove any person at anytime from participating in the Event without reimbursement of any kind to the undersigned, or the need to pay the undersigned any fee.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the Event conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
7. EACH OF THE UNDERSIGNED grants full permission to the Detroit Tigers, Inc., and all other "Releasees" to use the undersigned's image and likeness for photos, motion pictures, TV, radio, recordings, videotapes, and other media known or unknown, and to use the undersigned's image and likeness in any manner for publicity, promotions, advertising, trade or commercial purposes and/or undersigned's statistical and biographical information collected from player tracking device(s) without any reimbursement of any kind due to the undersigned, or the need to pay the undersigned any fee.
8. EACH OF THE UNDERSIGNED expressly agrees that all video or photographs taken in any location of Comerica Park, including in the Restricted Area, will be used exclusively for personal purposes, and that any other use, distribution, or commercial use is prohibited. Notwithstanding the foregoing, the Undersigned acknowledges and agrees that the Detroit Tigers, Inc. reserves the right, in its sole discretion to prohibit any filming or photography in any location of Comerica Park, including the Restricted Area at any time .

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said Releasees during the entire Major League Baseball ("MLB") season (including any post-regular season games) which MLB season contains the date of the Event and applies to each and every event, or activity hereinabove mentioned which occurs during said MLB season (including, but not limited to, the Event covered by this Agreement), and has the same effect as if executed after each and every such other activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described, this release shall be governed under Michigan law.

Participant/Guest

Name (Print or Type) _____ Date _____

Signature (parent/legal guardian must sign if Participant is under 18) _____