

WAIVER AND RELEASE OF LIABILITY

Attendee's Name: _____ **Telephone Number** _____

Address: _____

In consideration for allowing me to attend and bring a dog with me to the game to be played between West Michigan Hockey, Inc. d/b/a/ Grand Rapids Griffins (the "Griffins") and the Iowa Wild at the Van Andel Arena (the "Arena") October 30, 2019 p.m. (the "Game"), I, for myself and on behalf of my heirs, executors, administrators, next of kin, successors, and assigns, all of whom will be legally bound by this Waiver and Release of Liability ("Release"), understand and agree to the following:

1. I am at least eighteen (18) years old. Those under the age of eighteen (18) who bring a dog to the Game must be accompanied by an adult.
2. I understand that I am allowed to bring only one (1) dog with me to the Game.
3. The dog in my custody at the Game is in good health, free of fleas, ticks, and other parasites, and is current on its vaccinations, including, but not limited to, rabies, DHLPP (distemper, hepatitis, leptospirosis, para influenza), parvo, and bordatella.
4. The dog in my custody at the Game does not have a known history of aggressive behavior towards humans or other animals. If the dog in my custody exhibits any aggressive behavior towards humans or other animals while at the Game, I will immediately remove the aggressive dog in my custody from the Arena.
5. I agree to keep the dog in my custody at the Game on a leash at all times.
6. I agree to bag and dispose of any waste created by the dog that I bring to the Game.
7. I agree to abide by all the rules and instructions given to me by representatives and/or employees of the Griffins in connection with the Game and the dog in my custody, including a request to remove the dog in my custody from the Arena. If a request is made to remove the dog in my custody from the Arena and as a result I miss a portion or all of the Game, I understand and agree that I will not be entitled to a refund of any portion of the ticket price for the Game or for any other costs that I incurred as a result of attending the Game.
8. To the fullest extent permitted by law, I agree to release, forever discharge, and hold harmless SMG, the City of Grand Rapids, Kent County, the Grand Rapids-Kent County Convention/Arena Authority, the Downtown Development Authority of the City of Grand Rapids, and the Griffins and their respective owners, stockholders, members, managers, directors, officers, managers, employees, agents, representatives, contractors, affiliated entities, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them (the "Indemnified Parties") of and from all causes of action, at law or in equity, suits, claims, demands, damages of any nature whatsoever, known or unknown that I may have or hereafter have against the Indemnified Parties by reason of any injuries that I may sustain, whether to my person and/or property, including the dog in my custody at the Game, regardless of whether such injury is deemed to be caused by the negligence or gross negligence of the Indemnified Parties.
9. I understand that I am responsible for the actions of the dog in my custody at the Game, including for any injury or damage caused entirely, or in part, by the dog in my custody at the Game. To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Indemnified Parties from all causes of action, at law or in equity, suits, claims, demands, damages, or any claim of liability whatsoever, brought against the Indemnified Parties by anyone, the basis of which is premised, entirely or in part, on the actions of the dog in my custody at the Game.
10. I hereby authorize and grant the right to the Griffins or anyone authorized by or acting on behalf of the Griffins to use, reproduce, publish, and depict my name, voice, and or/likeness (including the name and likeness of the dog in my custody at the Game) in any manner that the Griffins deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Game and/or the Griffins.
11. This Release will be governed by and construed in accordance with the laws of the State of Michigan, and any dispute arising herefrom shall be adjudicated by the state and federal courts located in Kent County, Michigan.

I HAVE READ THIS RELEASE, UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Date: _____

By: _____

Signature of Attendee

Name: _____

Printed Name of Attendee