

I, the undersigned, for and in consideration of my, or the minor child or legally incapacitated adult listed as the Runner above, who I am registering on behalf of, if applicable (the "Minor"), being permitted to voluntarily participate in the Marlins 5K Event on September 17, 2017 at Marlins Park (the "Activity"), and for other valuable consideration the receipt whereof is hereby acknowledged, I voluntarily agree, on my own behalf, or on behalf of the Minor (if applicable), as follows:

I acknowledge and agree that participation in the Activity may involve risk of injury, including, but not limited to, being injured by obstacles or hazards in or around Marlins Park and/or inherent to the Activity, including, without limitation, falls, contact with other participants, spectators, or other persons or vehicles, the effects of the weather (heat, humidity, wind, rain, wet or slippery surfaces, etc.), falling tree branches or other overhead objects, traffic, and the crowded nature or other conditions of the course. I am not aware of any reason, medical or otherwise, why I, or the Minor (if applicable), should not participate in the Activity, and I do hereby certify that I am, or the Minor is (if applicable), in good physical condition, and I accept all risks, conditions, obstacles, and hazards, whether known or unknown, of my participation, or the Minor's participation (if applicable), in the Activity, and I assume all risk and danger of personal injury (to myself, or the Minor if applicable, and/or others) or damage or loss of any property arising out of or related to my participation, or the Minor's participation (if applicable), in the Activity. I also acknowledge that I am participating in the Activity, or authorizing the Minor (if applicable) to participate in the Activity, on a voluntary basis and of my own volition.

I hereby agree to defend, indemnify, waive, release, hold harmless, forever discharge, and covenant not to sue Miami Marlins, L.P., Marlins Stadium Operator, LLC, Marlins Stadium Developer, LLC, AccuChipUSA, Inc., City of Miami, Miami-Dade County, the Major League Baseball-related entities, and other affiliated entities associated with the Activity, and their respective past, present, and future related entities, parents, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, members, governors, agents, representatives, contractors, subcontractors, servants, officials, employees, volunteers, participants, successors, assigns, rightsholders, sponsors, insurers, and other licensees (collectively, the "Releasees"), with respect to any and all causes of action, claims, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, injuries, losses, costs, expenses (including but not limited to reasonable attorneys' fees and expenses), and demands whatsoever, in law or in equity, which I, or the Minor (if applicable), ever had, now have, or shall or may have against said Releasees or which any personal representative, executor, administrator, heir, next of kin, successor, or assign of mine, hereafter can, shall, or may have, against said Releasees, arising out of or relating to my participation, or the Minor's participation (if applicable), in the Activity, including but not limited to death.

I hereby consent and grant permission to the use of the name(s), likeness(es), image(s), voice(s), recording(s), biographical information, and/or other identification of myself or the Minor (if applicable) (collectively, the "Releasor Likeness"), by the Releasees for any purpose, worldwide and in perpetuity, in any medium now known or hereafter devised, without a right to prior review or approval of such use and without compensation or any additional consideration due or owing to me, or the Minor (if applicable). I hereby forever discharge and covenant not to sue or initiate any legal proceedings against any or all of the Releasees, with respect to any claim (e.g., invasion of privacy, defamation, false light, or misappropriation of name, likeness, or image) arising out of, in connection with, or relating to any or all of the Releasees' use and/or publication of the Releasor Likeness.

This Marlins 5K Waiver & Release of Liability ("Release") shall be governed by the laws of the State of Florida, without regard to applicable conflicts of laws provisions. Any dispute, claim, or cause of action arising out of this Release shall be settled by mandatory, confidential, final, and binding arbitration in Miami, Florida and administered by and in accordance with the rules of the American Arbitration Association. Neither the Minor (if applicable) nor I shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If any portion of this Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I understand that by signing this release I am giving up my legal right to sue the Releasees and/or to seek compensation from the Releasees for any injuries or damages that I, or the Minor (if any), may incur as a result of or incident to or otherwise in connection with my participation, or the Minor's participation (if applicable), in the Activity or any use and/or publication of the names, likeness(es), image(s), voice(s), recording(s), biographical information, and/or other identification of myself, or the Minor (if applicable), by any or all of the Releasees.

I certify that I am at least eighteen (18) years of age, am of legal capacity to execute this Release, am the parent or legal guardian of the Minor (if applicable), and have knowingly and willingly signed and delivered this Release. I hereby: (i) consent to the use of any information I provide about the Minor (if applicable), by the Releasees in connection with the Activity; and (ii) acknowledge and agree that I have read, understand, and agree to be bound by the marlins.com Privacy Policy and Terms of Use which, as amended by this Release, govern the registration for the Activity.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.