

**Individual Assumption of Risk Agreement, Release and Waiver**

I, \_\_\_\_\_ of \_\_\_\_\_ hereby certify:  
 (Print Name) (City/State)

I plan to attend a baseball game on \_\_\_\_\_ (Herein after known as "Game Date") at Comerica Park. I have a known allergy to peanuts and/or peanut products. I am fully aware and have knowledge of the potential risks to my health and well being which could result from my attendance at a baseball game in a facility where peanuts and products containing peanuts, peanut particles, or peanut oils (collectively, "**Peanut Products**") are sold and eaten by others.

The Detroit Tigers have expressly informed me there is no peanut-free zone in or around Comerica Park. However, I do wish to attend a Detroit Tigers baseball game at Comerica Park and in consideration of my signing this release, the Detroit Tigers and its third party concessionaire have agreed to designate a Suite in Comerica Park where concession services will be limited on Game Date. Neither the Detroit Tigers nor its third party concessionaire make any representations, promises or guarantees any area in or around Comerica Park, including but not limited to the designated Suite, will be free of peanuts or Peanut Products. I understand the concessionaire may be selling peanuts in other areas of the stadium including the suite level.

I acknowledge other persons regularly eat peanuts and Peanut Products at Comerica Park while attending baseball games or other events and will be doing so on Game Date. I understand persons may purchase and consume peanuts both inside and outside Comerica Park. I also understand the Suite is located near or above other seating areas where other persons regularly eat peanuts and Peanut Products, and it is impossible to completely separate Suite from these areas. Despite this, I am voluntarily, freely and knowingly assuming the risk peanuts, Peanut Products, or particles therefrom may become airborne throughout Comerica Park, including without limitation within the Suite. No Released Party shall be responsible to any person, including me, for any injury or reaction I may suffer due to the presence of peanuts or Peanut Products at Comerica Park on Game Date.

I am willing to assume any and all risks to attend the baseball game and promise and agree, in the event I do suffer any adverse or allergic reaction to peanuts or Peanut Products related in any way to my attendance at Comerica Park on Game Date, I agree and for my respective heirs, assigns, administrators, next of kin and legal representatives, to forever release, waive, indemnify, forever discharge, agree to save and hold harmless and covenant not to sue Ilitch Holdings, Inc., The Detroit Tigers Inc., Sportservice, their affiliated corporations, Tiger Ballpark L.L.C., Ballpark Operations Management Inc., 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, the promoter, other participants, doctors, nurses and anyone offering medical assistance and any cleaning vendor, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and lessees of premises and each of them, their respective officers, directors, board members, shareholders and employees, (hereafter known as "Released Parties") for all the purposes herein referred to, from all liability to myself and my respective heirs, assigns, administrators, next of kin, and legal representatives for any and all demands, claims and causes of action of any nature, in law or equity, for any and all personal injury or illness, including death, which may occur or which may be aggravated in or upon Comerica Park, whether caused by the negligence of the Released Parties or otherwise. I further waive any and all claims or causes of action which myself now or hereafter have against the Released Parties which may at any time arise as a result of any act or thing occurring in or arising out of my attendance at Comerica Park on Game Date. I understand and agree that medical or other services that are rendered to me by or at the instance 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 Released Parties of any rights hereunder.

I execute this Release of my own free will and accord, voluntarily and without duress, for the purpose of obtaining the excitement and enjoyment associated with attending a Detroit Tigers baseball game at Comerica Park and for other purposes and I do so intending to bind myself, my parents or guardian(s), successors, assigns, heirs, executors, administrators and others to the fullest extent. I further represent, warrant and agree no other person, nor any employee, agent or attorney of the Detroit Tigers or its concessionaire, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document and I have not executed this document in reliance on any such promise, representation or warranty.

I further grant full permission to the Detroit Tigers, Inc. and all other Released Parties to use any photographs, movies, recordings, videotapes, and other media known or unknown taken of myself related to my attendance at Game Date to be used or distributed for any reasonable purpose including but not limited to any publicity, promotions, advertising or commercial purposes, without reimbursement of any kind due to myself or participant(s) and waive any and all claims for payment for such permission.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE AS BROAD AND INCLUSIVE AS TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Phone Number / Cell Phone Number

\_\_\_\_\_  
Age

Contact in case of emergency:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Phone Number