

Parental/Guardian Assumption of Risk, Release and Waiver for Guests Under the Age of 18 Years Old

I represent I am the custodial parent or legal guardian, or I have obtained permission from the parent/legal guardian of the child/ward _____ (“my Child”) to execute this Agreement on their behalf. I acknowledge I have the authority, including if necessary, authority from my spouse or any other custodial parent or legal guardian to my child (“my Spouse”), to grant this release. I am over the age of 18.

I plan to attend a baseball game on _____ (Herein after known as “Game Date”) at Comerica Park with my Child. My Child has a known allergy to peanuts and/or peanut products. I am fully aware and have knowledge of the potential risks to my Child’s health and well being which could result from attendance at a baseball game in a facility where peanuts and products containing peanuts, peanut particles, 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 baseball game at Comerica Park with my Child 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, for myself, my Spouse and my Child 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, for myself, my Spouse and my Child, am willing to assume any and all risks to my Child to attend the baseball game. I, for myself, my Spouse, my Child and our respective successors, assigns, heirs, executors and administrators, promise and agree in the event my Child does suffer any adverse or allergic reaction to peanuts or peanut products related in any way to my child’s 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 child’s 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 have discussed the potential risks to my Child’s health and well being with my Spouse. I represent my Spouse does not object to me attending the Detroit Tigers baseball game on Game Date with my Child and assuming any and all risks associated with my and my Child’s presence at Comerica Park.

I, for myself, my Spouse, my Child, our respective successors, assigns, heirs, executors and administrators 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 game at Comerica Park with my Child and for other purposes, and I do so intending to bind myself, my Spouse, my Child and our respective successors, assigns, heirs, executors, administrators and others to the fullest extent.

I, for myself, my Spouse, my Child, our respective successors, assigns, heirs, executors and administrators hereby give the Detroit Tigers and all other Released Parties permission to use any photographs, movies, recordings, videotapes, and other media known or unknown taken of me, my Child and any of my children present 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, ON BEHALF OF MYSELF, MY CHILD AND MY SPOUSE, HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE, 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

Relationship to Child

Home Phone Number / Cell Phone Number

Emergency Contact Name and Phone#
(If different than above)