

2024 DOG DAY REQUEST AND RELEASE

I acknowledge that I know the risks and dangers involved in participation in a “Dog Day” promotion at CHS Field, located in Saint Paul, Minnesota, and in conjunction with a St. Paul Saints baseball game, and understand that unanticipated and unexpected dangers may arise during such activities. I freely assume all such risk of injury to my person and property, both known and unknown, that may be sustained in connection with the promotion or activities, in and about the premises.

I also understand that other animals of various species, ages, breeds, and sizes may be admitted, all in close proximity. As such, if I elect to have my animal attend an event at or within CHS Field, I will accept full responsibility for the care and maintenance of the animal. I understand that the Saints will strive to protect the safety of my animal, but that there are many risks involved that are out of their control. These include, but are not limited to: injury or death to my animal caused by another animal, foul ball or other baseball related event; provocation of my animal by another animal; injury or death to another animal, or a person, caused by my animal; property damage caused by my animal; ingestion of items causing injury or death to my animal. I recognize other risks including, but not limited to: the inexperience, negligence or irresponsibility of a dog owner/handler; the inability to predict a dog’s reaction to movement, sounds, objects, persons, or other animals; and actions by the dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting. Other risks include the hazards associated with environmental and traffic conditions, acts of God, inclement weather, slips and falls, premises defects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to dog and/or outdoor activities. I also understand that it is my responsibility to be forthcoming and truthful in disclosing my animal’s past history, if any, of aggressive behavior.

In consideration of the permission granted to me to participate in Dog Day Games and events during the 2024 season and all related promotions, I agree to exercise care in participating so as to limit the risk of injury to others and myself. In addition, I hereby for myself, my heirs, administrators and assigns, release and discharge DBH St. Paul, LLC, the City of St. Paul, together with their respective agents, officers, employees and owners and all other participants in the promotion or stated activities (collectively “Releasees”), of and from any and all claims, demands, actions, and causes of actions of any nature, for injuries sustained to my person and/or property during my presence at CHS Field and my participation in the promotion or stated activities due to their negligence or any other fault. I further agree to indemnify and hold harmless and defend Releasees occurring, growing out of, incident to, or resulting directly or indirectly from your use of this facility and surrounding areas, including without limitation any losses, claims, damages, liabilities, cause of actions and expenses on account of personal injury to or death of any person or animal, or damages to property of any person or entity.

I certify that my attendance and participation in the promotion or stated activities is voluntary, and I am not, in any way, the employee or agent of the owners, operators, or sponsors of the premises, promotion and activities conducted therein. I understand that I am solely responsible for the actions of my dog while in and around CHS Field.

I hereby agree that any and all disputes, controversies or claims of whatever nature arising out of or relating to this Agreement shall be resolved only by submitting the same to arbitration in accordance with the rules of the American Arbitration Association, and consents to exclusive jurisdiction and venue in St. Paul, Minnesota.

I HAVE READ AND UNDERSTOOD THE FOREGOING REQUEST AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.