



Razorback Softball Swing for your Seats Ticket Promotion

On February 5th, 2022 the University of Arkansas (“Razorbacks”) will host an on-field event for future and current season ticket holders (“Participants”). Once a Participant purchases a season ticket, or adds seats to their current plan, they will have an opportunity to bat from home plate at Bogle Park in Fayetteville. If the Participant hits a home run, they will receive their season tickets that year for free, up to \$80, and subject to the following rules:

1. The Participant must be 18 years old or older
2. The Participant must be the account holder of the season tickets
3. If a Participant cannot or does not attend the Promotion Event for any reason, such Participant shall be deemed to have forfeited his/her opportunity to take an At-Bat.
4. The Participant may not be an employee of the University of Arkansas or any UA System campus.
5. An “at-bat” is defined as three (3) swings. A swing will be determined by and at the discretion of University of Arkansas staff.
6. There will be allowed only one at-bat per season ticket holder.
7. There will be allowed only one at-bat per Participant.
8. The determination of a home run is at the discretion of University of Arkansas staff.
9. In the event the Participant hits a home run, they will be reimbursed up to a total of \$80 for a single season ticket
10. All elements of this contest are subject to the discretion of the University of Arkansas staff.



RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in the in the Razorback Softball Swing for Your Seats Ticket Promotion held at Bogle Park in Fayetteville, Arkansas, on February 5th, 2021 ("ACTIVITY"), the undersigned, as well as his or her heirs or assigns (hereinafter "PARTICIPANT"), hereby waives and releases forever any and all rights for claims and damages PARTICIPANT may have against the Board of Trustees of the University of Arkansas, its current and former Trustees, officers, agents, employees, students, participants, and volunteers ("UNIVERSITY") from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which PARTICIPANT may have or which may hereafter accrue to PARTICIPANT, arising from or in any way related to the ACTIVITY for loss, damage, claims, demands, causes of action whatsoever or personal injury (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death) that may be sustained by PARTICIPANT at any ACTIVITY, or to any property belonging to PARTICIPANT or others, whether caused by negligence or carelessness on the part of the UNIVERSITY or otherwise, while PARTICIPANT is in, on, upon, or in transit to or from the premises where the ACTIVITY is conducted, or any adjunct to where the ACTIVITY occurs or is being conducted. The terms of this Release shall serve as a full release from liability and assumption of risk for the heirs, executor and administrator of PARTICIPANT and may be pleaded as a full bar to any litigation or claim for damages.

PARTICIPANT accepts, understands, and assumes that the ACTIVITY and participation in baseball related activities generally, due to their physical and athletic nature (including without limitation, physical contact; batting; swinging; errant pitches or hits; thrown bats; tipped, foul or fly balls; tripping; catching; throwing; etc.), are inherently dangerous and there are unavoidable risks associated with such participation. PARTICIPANT acknowledges that participating in the ACTIVITY exposes PARTICIPANT and others to substantial risk of damage to personal property and serious bodily injury (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death). PARTICIPANT agrees that the choice of participating in this ACTIVITY, in any capacity, is voluntary. PARTICIPANT is responsible for the safety, well-being, and behavior of PARTICIPANT, and has a duty to use caution and diligence to reduce the risk of loss or damage to the persons and/or property of others. PARTICIPANT agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment. PARTICIPANT certifies that he/she does not have any mental, emotional, physical or medical conditions which could interfere with their ability to safely undertake the ACTIVITY.

PARTICIPANT understands UNIVERSITY cannot be expected to control all of the risks articulated in this form and UNIVERSITY may need to respond to accidents and potential emergency situations. Therefore, PARTICIPANT hereby gives consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during PARTICIPANT'S participation in this ACTIVITY with the understanding that the cost of any such treatment will be PARTICIPANT'S responsibility. PARTICIPANT agrees to indemnify and hold harmless UNIVERSITY for any costs incurred to treat me, even if UNIVERSITY has signed hospital documentation promising to pay for the treatment due to PARTICIPANT'S inability to sign the documentation. PARTICIPANT further agrees to release, waive, discharge, covenants not to sue, and agrees to hold harmless for any and all purposes, UNIVERSITY from any and all liabilities, claims, demands, injuries (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death), or damages, including court costs and attorney's fees and expenses, that may be sustained by PARTICIPANT while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of UNIVERSITY. PARTICIPANT understands this waiver does not apply to injuries caused by intentional or grossly negligent conduct. PARTICIPANT agrees that jurisdiction and venue related to this Release and any claim for damages against UNIVERSITY shall lie exclusively in the Claims Commission of the State of Arkansas, if at all, and will be governed by the laws of the State of Arkansas. PARTICIPANT recognizes that UNIVERSITY is an institution and/or officials of the State of Arkansas and are entitled to sovereign and/or statutory immunity from suit.

In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. In the event of my incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives. I hereby permit the placement of my name and photo on the Razorbacks' website and on other promotional materials. I waive all potential claims and liabilities against the University, relating in any way to the collection, use and disclosure of any personally identifiable information on the internet. I understand that I am obligated to follow the rules of the Activity and that I can minimize risk of injury by the exercise of common sense and by being aware. If, while participating in the Activity, I observe any unusual hazard, which I believe jeopardizes my personal safety or that of others, I will remove myself from participation in the Activity and promptly bring the hazard to the University's attention.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I WILL BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Participant's Name: _____ Phone Number: _____