LIABILITY RELEASE, WAIVER AND COVENANT NOT TO SUET

I hereby represent and warrant that I am at least eighteen (18) years of age and in good physical and mental health and do not suffer from any mental or physical condition or disability which may render my participation in activities conducted at RedsFest (the “Activities”) at the Duke Energy Convention Center in Cincinnati, Hamilton County, Ohio hazardous to myself or to others or which may impair my ability to participate in the Activities.

I acknowledge and agree that none of the Club Parties (as defined below) has any obligation or responsibility to evaluate my physical condition or any limitations associated with my participation in the Activities.

I UNDERSTAND AND AGREE THAT I AM PARTICIPATING IN THE ACTIVITIES AT MY OWN RISK AND I EXPRESSLY ASSUME ALL RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, HOWSOEVER CAUSED OR ARISING AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY SUCH INJURY, PERMANENT DISABILITY OR DEATH.

In consideration of my participation in the Activities, I hereby release, hold harmless, and agree to indemnify The Cincinnati Reds LLC, the Cincinnati Reds Community Fund, Martin Sports and Entertainment, LLC, Duke Energy Convention Center, Global Spectrum, the City of Cincinnati, the Board of Commissioners Hamilton County, Ohio, Baseball Park Management Company, LLC and their respective owners, affiliates, subsidiaries, members, directors, officers, employees and agents (collectively, the “Club Parties”) from and against any and all claims, causes of action, or demands relating to or arising out of my child’s participation in the Activities.

In addition, I hereby waive any claims against the Club Parties that I may have arising from my participation in the Activities.

I FURTHER COVENANT AND AGREE NOT TO SUET THE CLUB PARTIES FOR ANY CLAIMS OR DAMAGES ARISING FROM MY PARTICIPATION IN THE ACTIVITIES.

Any dispute, claim or cause of action by or through the participant shall be brought (i) individually, without resort to any form of class or collective action, and (ii) exclusively before a single private and impartial arbitrator in a confidential, final and binding arbitration held in Cincinnati, Hamilton County, Ohio administered by the American Arbitration Association under its then current Commercial Arbitration Rules; the arbitrator shall have the power to award any remedies available under applicable law.

By signing below, I acknowledge that I have carefully read and understand the information stated above.

Participant’s Printed Name ________________________________

Participant’s Signature ________________________________

Date: __/__/______