

**CONSENT, WAIVER AND RELEASE AGREEMENT
PLEASE READ CAREFULLY**

IN CONSIDERATION for being permitted to participate in the Pups in the Plex promotion being held at the Vanderbilt Soccer/Lacrosse Complex at Vanderbilt University on October 10, 2021, (the “Event”). I, the undersigned, hereby agree as follows:

1. I acknowledge and expressly consent to my voluntary participation in the Event being held at the Vanderbilt Soccer/Lacrosse Complex at Vanderbilt University, on October 10, 2021, which will involve my attendance and the attendance of a dog of which I have custody (“**my dog**”), as well as dogs in the custody of other participants. I agree and warrant that if, at any time, I feel anything to be unsafe, including threats from other dog(s) participating in the event, I will immediately advise a Vanderbilt University representative of such unsafe condition(s) and I will leave the Event.
2. I understand that this event may involve walking, running, squatting, and other physical exertion. I acknowledge that I am in good health and in proper physical condition to participate in the event. I further understand that Vanderbilt does not guarantee my safety during participation in the event and that there are inherent risks of property damage and personal injury (including dog bites, scratches, being struck by baseballs and/or thrown bats, and other injuries, including death) to myself and to others which are associated with the event. Notwithstanding the inherent risks, I wish to assume them by voluntarily participating in this event. I understand and agree that Vanderbilt, its students, volunteers, and staff (collectively referred to as “Parties”) accept no responsibility for my acts or the acts of others while participating in this event.
3. I also understand that an inherent risk of exposure to COVID-19 or any infectious disease exists in any public place where people are present. COVID-19 is highly contagious and can lead to severe illness and death. Vanderbilt is following public health guidelines to reduce the spread of infection; however, Vanderbilt cannot guarantee that I/my child will not become infected with COVID-19. I acknowledge that I cannot be protected from all risk of illness caused by COVID-19. As a participant in the Program, I voluntarily assume all risks related to exposure to COVID-19 or any infectious disease. I understand that the rules and regulations of the Program and Vanderbilt are designed for the safety and protection of all participants, and I hereby agree to abide by these rules and regulations. I release Vanderbilt from any claim based on the spread or contraction of COVID-19 in connection with my participation in the Program, and I agree to hold Vanderbilt harmless from any third-party claim based on that participation.
4. I have reviewed the Rules, Recommendations and Information (“**Rules**”) for the Event and I agree that it is my responsibility to: (1) act in accordance with the Rules and any other Vanderbilt University rules and regulations; (2) control myself and my dog; and (3) not act in any way that may cause injury/death or contribute to the injury/death of others or of myself or of any dog(s) while at the Event.
5. Furthermore, in consideration of Vanderbilt offering this opportunity for me and my dog to participate in this Event, I do agree to and hereby do release from fault, discharge, hold forever harmless and indemnify Vanderbilt University and its trustees, agents, officers, employees, representatives, and independent contractors, and sponsors of “Pups in the Plex” against loss (including reasonable attorneys’ fees), from any and all claims, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by me, or by any other person having a legal interest therein, arising from or by reason of any and all known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by me or my dog as a consequence of any accident or injuries in connection with the Event, unless it is due to the gross negligence on the part of the Parties. Furthermore, I agree to indemnify Vanderbilt for any loss or damage to the premises, facilities, or equipment of Vanderbilt that I or my dog may cause.
6. I hereby authorize Vanderbilt University to take photographs, video recordings and/or live transmission(s) of me and my dog in whole, or in part (the “**Images**”). Vanderbilt University may use and publish the Images and depict my and my dog’s name, voice, and biographical information in such places, including without limitation, any printed or electronic media or publications, television, cable, the World Wide Web, and any other media for any purpose, including publicity or promotional purposes, without any compensation to me. I hereby waive any rights I have or may have to inspect, edit, modify and/or approve the finished product that may be used hereunder or the specific use to which it may be applied.
7. I understand and agree that Vanderbilt University may not have medical personnel available at the location of the Event. In the event of an injury or illness while participating in this Event, or any other Event associate with this Event, I authorize the employees of Vanderbilt University to use their discretion for transport to a health care facility and I hereby take full legal and financial responsibility for that action.
8. I represent and warrant that my dog has current Rabies, DHLPP, Parvo, and Bordetella vaccinations, is in good health, is able to tolerate the presence of crowds and other dogs and has not demonstrated dangerous or aggressive behavior towards persons or other dogs. I agree to abide by all the rules and instructions given in connection with this Event. I acknowledge that I am solely responsible for the accuracy of information that is contained herein. I hold harmless and release Vanderbilt University from any liability or responsibility for verifying such information about any dog participating in the Event.

PLEASE CALL (615-343-9176) IF YOU HAVE ANY QUESTIONS

CAUTION: READ BEFORE SIGNING

By signing below, I acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review the release prior to signing. I have read the foregoing Release in its entirety and understand that I am signing a complete and perpetual release and bar to any and all claims resulting from my participation in this activity

| DATE | PARTICIPANT NAME (Please Print) | PARTICIPANT SIGNATURE | ADDRESS | PHONE NUMBER | NAME & BREED OF DOG |
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RULES, RECOMMENDATIONS, AND INFORMATION

- An individual adult (must be 18 years or older) dog owner may only bring one dog
- All owners must register their dog on vucommodores.com prior to the Event
- All owners must show proof of current vaccinations including rabies, bordetella and DHPP (as of October 2021)
- Dogs must remain on a leash at all times
- Dogs must remain with their owner and cannot be left unattended at any time
- Dogs will only be permitted in section A of the Vanderbilt Soccer/Lacrosse Complex.
- ID tags required
- Do not bring your dog if he/she is unreliable in crowds or with other dogs
- Vanderbilt Athletics reserves the right to refuse entry to any dog, and reserves the right to eject any unruly, rowdy or disruptive dog or owner from the Vanderbilt Soccer/Lacrosse Complex .
- Be courteous and responsible – all owners must pick up after their dogs

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