



RELEASE AND WAIVER OF LIABILITY

The Undersigned for himself/herself as a participant, or on behalf of his/her child or ward as participant, as applicable (the "Undersigned"), hereby forever releases and discharges OnGoal, LLC d/b/a Kansas City Wizards, Major League Soccer, LLC ("MLS"), Soccer United Marketing, LLC, all MLS teams, and T-Bones Baseball Club, LLC and their respective assignees, successors, officers, directors, agents, representatives, employees, subcontractors, sponsors, shareholders, partners, members and affiliates (collectively, the "Released Persons") from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or a law (herein, the "Released Claims"), which the Undersigned may now have, or may or could or shall hereafter have against the Released Persons, whether known or unknown, suspected or unsuspected asserted or not asserted, arising out of activities related to and participation in **Dog's Night At The Wizards**, Saturday May 23, 2009 at CommunityAmerica Ballpark in Kansas City, Kansas (collectively, "Dog's Night At The Wizards"), even if the risk and liabilities that the Undersigned is releasing by this Release and Waiver of Liability arise out of the ordinary negligence or carelessness of the Released Persons, whether active or passive, or from any hidden, latent or obvious defects in any of the facilities or equipment used, of one or more of the Released Persons.

The Undersigned represents and warrants to the Released Persons that Undersigned has full power and authority to execute, deliver this Release and Waiver of Liability. The Undersigned further indemnifies and holds harmless the Released Persons from any and all claims, charges, liabilities, obligations and demands (including reasonable attorneys' fees) brought against the Released Persons in connection with the Dog's Night At The Wizards, whether now existing or arising in the future, and accepts all legal responsibility for his/her actions at the Dog's Night At The Wizards event, including, but not limited to:

1. Damage to property and/or injury to other persons or dogs in attendance, whether or not such property or persons are associated with the Released Persons, inflicted or caused either in part or in full by you or your dog.
2. Injuries, illness or death of your dog, whether caused in whole or in part by other dogs, persons or the Released Persons.
3. Injuries, illness or death of your dog based on weather conditions (extreme heat or cold) or food consumed in, around, or near CommunityAmerica Ballpark, whether or not said food is provided by any vendor sampling product or otherwise.

The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be binding on the Undersigned, including the Undersigned's family, estate, heirs, executors, administrators and assigns. The Undersigned understands, acknowledges and accepts that participation in Dog's Night At The Wizards involves certain inherent risks, including but not limited to, property damage and serious bodily injury (including death), and agrees that the Undersigned is voluntarily participating in Dog's Night At The Wizards with full knowledge of the risks involved and accepted any and all Released Claims arising out of the Undersigned's participation in Dog's Night At The Wizards and all related activities.

The Undersigned understands, acknowledges and accepts the possibility that the Undersigned or his/her successors may not now fully know the number or magnitude of all the Released Claims, but

nevertheless intends to assume the risk by releasing such unknown claims, and agrees that this Release and Waiver of Liability is a full and final release and waiver of all the Released Claims.

The Undersigned declares that the Undersigned's dog is healthy and has been provided with up-to-date vaccinations, including without limitation rabies vaccinations. The Undersigned additionally declares that the Undersigned's dog has not exhibited any violent behavior at any time in the dog's life, has not attacked, bit, or harmed another dog or person, and is generally well socialized around other dogs and people.

This Release represents the complete agreement between the Undersigned and the Released Persons concerning the subject matter in this Release and supersedes all prior agreements or understandings, written or oral. This Release may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

This Release shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to the principles of conflict of laws. The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Kansas and agrees that if any portion of this Release and Waiver of Liability is invalid, the remainder will continue in full legal force and effect.

Each of the paragraphs contained in this Release shall be enforceable independently of every other paragraph in this Release, and the invalidity or non-enforceability of any paragraph shall not invalidate or render unenforceable any other paragraph contained in this Release.

This Release has been entered into voluntarily and not as a result of coercion, duress, or undue influence. The Undersigned acknowledges that the Undersigned has read and fully understands the terms of this Release.

Date: ____/____/____ Participant Name _____

Age: _____ Signature _____

Address: _____

City: _____ State: _____ Zip: _____

Phone () _____

If Participant is under the age of 18 years old, this form must be signed by participant's parent or legal guardian.

Date: ____/____/____

Parent/Guardian's Signature

Parent/Guardian's Printed Name