

**McGregor Square  
Participant Release and Waiver of Liability,  
Assumption of Risk, and Indemnity Agreement**

In consideration of West Lot LLC (“**West Lot**”) and Hensel Phelps Construction Co. (“**HP**”) allowing \_\_\_\_\_ (“**Participant**”) to participate in the Ace Mentor Program Field Trip at McGregor Square (the “**Event**”), I/we hereby agree as follows:

I am 18 years of age or older or, if Participant is a minor, I am a duly authorized parent or guardian of Participant and have full authority to execute this *Participant Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement* (this “**Release**”) on behalf of Participant. I/we fully understand that participation in the Event could include, without limitation, touring a construction site and/or simultaneously participating in the Event with other participants. I/we fully understand that such activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in INJURY, ILLNESS, DEATH, DAMAGE, OR LOSS to myself, Participant, my property, Participant’s property, and to other third parties and their property, which may be caused by my or Participant’s own actions or inactions, those of others participating in the Event, the conditions in which the Event takes place, or the negligence of the “**Releasees**” named below; and I/we fully accept and ASSUME ANY AND ALL SUCH RISKS and all responsibility for losses, costs, and damages I/we or any third parties incur as a result of my or Participant’s participation in the Event.

I/we, on behalf of myself, Participant, and my and Participant’s heirs, beneficiaries, family members, next of kin, legal and personal representatives, subrogors, executors, and anyone who obtains any rights from Participant or me, hereby forever release, discharge, and covenant not to sue West Lot, Colorado Rockies Baseball Club, Ltd., HP, Denver Metropolitan Major League Baseball Stadium District, and their respective parents, subsidiaries, affiliates, members, managers, directors, officers, employees, agents, partners, administrators, volunteers, insurers, successors, and assigns of each of the foregoing, other participants in the Event (each considered one of the “**Releasees**” herein) from any and all liability, claims, cause of action, demands, losses, fine, penalty, damages, judgment, costs, or expenses (including, without limitation, attorneys’ fees and costs) (collectively, “**Losses**”) arising out of or in any way related to my or Participant’s participation in the Event and related activities including, but not limited to, Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee or otherwise, including negligent rescue operations. I/we further agree to defend, indemnify, and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Release.

I/we have read this Release, understand that I/we have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it be A COMPLETE AND UNCONDITIONAL RELEASE of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder of this Release shall remain enforceable to the full extent allowed by law.

No statements regarding the effect of this Release that are not contained in this Release shall modify the terms of this Release. In any proceeding or other attempt to enforce, construe, or to determine the validity of this Release, I/we agree to pay the reasonable expenses of the Releases including, without limitation, reasonable attorneys’ fees and costs. I/WE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY AND ACKNOWLEDGE THAT THE RELEASES WOULD NOT ALLOW ME/US TO PARTICIPATE IN THE EVENT WITHOUT AGREEING TO SUCH WAIVER. This Release shall be binding upon me, Participant, and my or Participant’s heirs, beneficiaries, family members, next of kin, legal and personal representatives, subrogors, executors, and anyone who obtains any rights from me or Participant. This Release shall be governed by and construed in accordance with the laws of the State of Colorado without regards to its choice of law principles. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City & County of Denver, Colorado.

Participant’s Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness’ Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Parent/Guardian’s Name: \_\_\_\_\_  
Parent/Guardian’s Signature: \_\_\_\_\_

**Participant or Parent/Guardian Contact Information:**  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_