

**2011 Colorado Rockies Peanut Restricted Area Attendee Release and Waiver of Liability,
Assumption of Risk, and Indemnity Agreement**

By voluntarily attending and participating in the 2011 Colorado Rockies Peanut Restricted Area Baseball Game at Coors Field (the "Event"), located at 2001 Blake Street, Denver, CO 80205 ("Coors Field"), I hereby agree as follows:

I fully understand that participation in the Event may result in personal injury or damage to me. I recognize that Coors Field is an open-air ballpark and that the Colorado Rockies Baseball Club, Ltd. ("Club") cannot guarantee the absence of peanut particles or residue in any area of Coors Field, including any peanut-restricted area, and am aware of the fact that peanuts will be sold and present throughout Coors Field. I acknowledge that if I believe Event conditions are unsafe, I will immediately discontinue participation in the Event. I fully understand that participation in the Event activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in SERIOUS BODILY INJURY, ILLNESS, PERMANENT DISABILITY, PARALYSIS, DEATH, DAMAGE OR LOSS to myself, my property, and to other third parties and their property which may be caused by my 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 fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I or any third parties incur as a result of my participation in the Event, including, without limitation, all risks and danger related to exposure to any peanuts, peanut products, and/or peanut residue (e.g., an allergic reaction of any kind and to any extent, anaphylaxis, or any related symptoms).

I, on behalf of myself and anyone who obtains any rights from me, hereby forever release, discharge, and covenant not to Club, Major League Baseball ("MLB"), the Denver Metropolitan Major League Baseball Stadium District, Aramark Sports and Entertainment Services, Inc. ("ARAMARK"), and their respective parents, subsidiaries, affiliates, directors, officers, employees, agents, partners, administrators, volunteers, insurers, players, coaches, umpires, successors and assigns of each of the foregoing, other participants in the Event, and any sponsors or advertisers of any of the foregoing (each considered one of the "RELEASEES" herein) from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to my participation in the Event and related activities, including, without limitation, any injury arising from an allergic reaction to peanuts, 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 further agree to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Participant Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Release").

I have read this Release, understand that I 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.

I agree that as further consideration for being permitted to participate in the Event, I hereby grant to Club, its affiliates, successors and assigns a perpetual, irrevocable, paid up and transferable license to use my likeness and personal attributes, and to modify and present same in any manner and in any medium now known or hereafter devised (including, without limitation, broadcast, telecast or photograph), throughout the world, without further compensation, consideration, notification or permission, for any purpose.

No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Release shall be binding upon the undersigned, and his/her successors, assignees, subrogors, heirs, next of kin, and legal and personal representatives. This Release shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City and County of Denver, Colorado.

Participant (Print): _____

Participant (Signature): _____

Date: _____

If Participant is less than 18 years of age, Participant's parent or guardian must also sign this Release. Participant's parent or guardian makes the same representations, warranties, covenants and releases as Participant set forth herein, on behalf of Participant and on behalf of the parent or guardian.

Guardian Name (Print): _____

Guardian Signature (Signature): _____

Date: _____