



Razorback Baseball Swing for your Seats Ticket Promotion

On November 11th, 2017 the University of Arkansas (“Razorbacks”) will host an on-field event for future and current season ticket holders (“Participants”). Once a Participant places a deposit on season tickets, or adds seats to their current plan, they will have an opportunity to bat from home plate at Baum Stadium in Fayetteville. If the Participant hits a home run, they will receive their season tickets that year for free, up to \$225, and subject to the following rules:

1. The Participant must be 18 years old or older.
2. The Participant must be the account holder of the season tickets, or a designated “pinch hitter” selected by the account holder.
3. The following persons are NOT eligible to take an At-Bat:
 - a (a) current or former professional baseball or softball players, which includes individuals who are or were on the roster of a Major League, minor league, or independent league team at any time after 2013;
 - b (b) recent collegiate baseball or softball players, which includes individuals who are or were on the roster of a collegiate team (at any level) after 2013.
4. A Pinch Hitter may only participate in the Promotion Event on behalf of one (1) Participant and cannot participate for any other Eligible Entrant, including the Pinch Hitter him/herself.
5. If a Participant cannot or does not attend the Promotion Event for any reason, such Participant shall be deemed to have forfeited his/her opportunity to take an At-Bat.
6. The Participant may not be an employee of the University of Arkansas or any UA System campus.
7. An “at-bat” is defined as three (3) swings. A swing will be determined by and at the discretion of University of Arkansas staff.
8. There will be allowed only one at-bat per account holder.
9. There will be allowed only one at-bat per Participant.
10. The determination of a home run is at the discretion of University of Arkansas staff.
11. In the event the Participant hits a home run, they will be reimbursed up to a total of \$225 for a single season ticket
12. Deposit in non-refundable
13. Season tickets must be paid in full by (February 16th, 2018)
14. All elements of this contest are subject to the discretion of the University of Arkansas staff.

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in the in the **Razorback Baseball Swing for Your Seats Ticket Promotion** held at Baum Stadium in Fayetteville, Arkansas, on November 11th, 2017 (“ACTIVITY”), the undersigned, as well as his or her heirs or assigns (hereinafter “PARTICIPANT”), hereby waives and releases forever any and all rights for claims and damages PARTICIPANT may have against the Board of Trustees of the University of Arkansas, its current and former Trustees, officers, agents, employees, students, participants, and volunteers (“UNIVERSITY”) from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which PARTICIPANT may have or which may hereafter accrue to PARTICIPANT, arising from or in any way related to the ACTIVITY for loss, damage, claims, demands, causes of action whatsoever or personal injury (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death) that may be sustained by PARTICIPANT at any ACTIVITY, or to any property belonging to PARTICIPANT or others, whether caused by negligence or carelessness on the part of the UNIVERSITY or otherwise, while PARTICIPANT is in, on, upon, or in transit to or from the premises where the ACTIVITY is conducted, or any adjunct to where the ACTIVITY occurs or is being conducted. The terms of this Release shall serve as a full release from liability and assumption of risk for the heirs, executor and administrator of PARTICIPANT and may be pleaded as a full bar to any litigation or claim for damages.

PARTICIPANT accepts, understands, and assumes that the ACTIVITY and participation in baseball related activities generally, due to their physical and athletic nature (including without limitation, physical contact; batting; swinging; errant pitches or hits; thrown bats; tipped, foul or fly balls; tripping; catching; throwing; etc.), are inherently dangerous and there are unavoidable risks associated with such participation. PARTICIPANT acknowledges that participating in the ACTIVITY exposes PARTICIPANT and others to substantial risk of damage to personal property and serious bodily injury (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death). PARTICIPANT agrees that the choice of participating in this ACTIVITY, in any capacity, is voluntary. PARTICIPANT is responsible for the safety, well-being, and behavior of PARTICIPANT, and has a duty to use caution and diligence to reduce the risk of loss or damage to the persons and/or property of others. PARTICIPANT agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment. PARTICIPANT certifies that he/she does not have any mental, emotional, physical or medical conditions which could interfere with their ability to safely undertake the ACTIVITY.

PARTICIPANT understands UNIVERSITY cannot be expected to control all of the risks articulated in this form and UNIVERSITY may need to respond to accidents and potential emergency situations. Therefore, PARTICIPANT hereby gives consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during PARTICIPANT’S participation in this ACTIVITY with the understanding that the cost of any such treatment will be PARTICIPANT’S responsibility. PARTICIPANT agrees to indemnify and hold harmless UNIVERSITY for any costs incurred to treat me, even if UNIVERSITY has signed hospital documentation promising to pay for the treatment due to PARTICIPANT’S inability to sign the documentation. PARTICIPANT further agrees to release, waive, discharge, covenants not to sue, and agrees to hold harmless for any and all purposes, UNIVERSITY from any and all liabilities, claims, demands, injuries (including without limitation, bone breaks, fractures, sprains, muscle tears, concussions, brain or spinal injury, illness, paralyzation, dismemberment and death), or damages, including court costs and attorney’s fees and expenses, that may be sustained by PARTICIPANT while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of UNIVERSITY. PARTICIPANT understands this waiver does not apply to injuries caused by intentional or grossly negligent conduct. PARTICIPANT agrees that jurisdiction and venue related to this Release and any claim for damages against UNIVERSITY shall lie exclusively in the Claims Commission of the State of Arkansas, if at all, and will be governed by the laws of the State of Arkansas. PARTICIPANT recognizes that UNIVERSITY is an institution and/or officials of the State of Arkansas and are entitled to sovereign and/or statutory immunity from suit.

In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. In the event of my incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives. I hereby permit the placement of my name and photo on the Razorbacks’ website and on other promotional materials. I waives all potential claims and liabilities against the University, relating in any way to the collection, use and disclosure of any personally identifiable information on the internet. **I understand that that I am obligated to follow the rules of the Activity and that I can minimize risk of injury by the exercise of common sense and by being aware. If, while participating in the Activity, I observes any unusual hazard, which I believes jeopardizes my personal safety or that of others, I will remove myself from participation in the Activity and promptly bring the hazard to the University’s attention.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I WILL BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Signature: _____

Date: _____

Participant’s Name: _____

Phone number: _____

OFFICIAL RULES

Eligibility:

To participate in the University of Arkansas (the "University") Swing For Your Seats Promotion (the "Promotion") a person must: (a) Be a 2018 full-season ticket holder (b) pay in full (as defined in Section 2 below) on an Eligible Package (as defined in Section 2 below) by no later than February 16th, 2018 ; and (c) be of legal age of majority in their jurisdiction and at least eighteen (18) years of age at the time of registration. Ticket brokers/re-sellers (as defined by the University in its sole and absolute discretion) are not eligible to participate in the Promotion. Further, employees, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the University, licensees, distributors, dealers, retailers, printers and any and all other companies associated with the Promotion are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws, rules and regulations.

Eligible Packages & Deposit:

Eligible Package means a 2018 full-season ticket plan only. Paid in full means one hundred percent (100%) of the full price of the Eligible Package by February 16th, 2018.

Swing for Your Seats:

On November 11th, 2017 each Participant will have the opportunity to step in the batter's box for one (1) at-bat at Baum Stadium in Fayetteville. An at-bat is defined as the first to occur of (i) three (3) swings or (ii) a Participant hitting a home run. A swing will be determined by and at the sole discretion of the University staff. Baseballs will be pitched by an automatic pitching machine at a height, speed and interval to be determined by the University at their sole discretion.

At-bat Conditions:

Participants must present valid identification on the day of the Promotion in order to participate. All Participants must sign a waiver prior to entering the batter's box and must wear a batting helmet and use a baseball bat provided by the University. The exact time, order, nature and duration of an at-bat shall be determined by the University at their sole discretion. Transportation to/from Baum Stadium and parking and lodging are not included and are the responsibility of each Participant. Each Participant agrees to comply with all applicable ballpark regulations in connection with the Promotion. The University reserves the right to remove or to deny entry to any Participant who violates University policy or official rules, fails to follow a lawful request of University officials, engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Promotion event. The University will not be responsible for Participants missing their at-bat or any reason or for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Promotion event.

A Winning Swing:

A Participant who, during his or her at-bat, hits a Home Run will be declared a winner of the Promotion. A Home Run shall occur when the baseball is hit over the outfield fence of Baum Stadium, in fair territory, without bouncing on the field. The ultimate determination of whether a hit constitutes a Home Run shall be made by the University, in their sole and absolute discretion.

Additional Ways to Win:

The University shall place four (4) targets on the playing field (Targets). The size and placement of the Targets shall be determined by the University in its sole discretion. A participant who, during his or her at-bat, hits a ball that comes to rest inside a target area will be declared a "target winner". Each Target Winner will receive one (1) Razorback Swag bag ("Target Prize"), which can include; gift cards, autographed memorabilia and/or past promotional items. The specific contents of each Target Prize shall be determined by the University, in their sole and absolute discretion. ARV for each Target Prize: \$50.00 . The ultimate determination of whether a baseball lands in a Target shall be made by the University of Arkansas, in their sole and absolute discretion.

Jackpot Prizes:

Each winner who hits a Home Run will receive: a \$225 credit to be deducted from the full payment amount owed for his or her Eligible Package (each, a Jackpot Prize). For avoidance of doubt, Eligible Packages, and thus the full payment amount of an Eligible Package for determining the value of the Jackpot Prize, do not include any Postseason tickets. Limit one (1) Jackpot Prize per Participant.

Additional Prizes:

Each winner who hits a ball in a Target area will receive one (1) prize (Prize) with an average retail value of \$50.00 as determined by the University in its sole discretion. Limit one (1) Prize per Participant.

Jackpot Prize & Prize Conditions:

All Jackpot Prize and Prize details shall be determined in the sole and absolute discretion of the University. Each winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). In order to claim the Jackpot Prize or a Prize, each winner must complete and sign this Release and complete and sign all applicable tax forms. All costs and expenses associated with Jackpot Prize or Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Jackpot Prize or Prize, are the sole responsibility of each individual winner. The Jackpot Prizes and Prizes are non-transferable and non-assignable except at the University's sole and absolute discretion. The University reserves the right to substitute the Jackpot Prize or Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. TRANSPORTATION TO/FROM THE PROMOTION, GAMES, PARKING AND LODGING NOT INCLUDED.

Waiver of Liability/Publicity Release:

By participating in the Promotion, each Participant agrees to (a) be bound by these Official Rules, and (b) waive any and all claims against the Board of Trustees of the University of Arkansas acting on behalf of the University of Arkansas, the Razorback Foundation, and all other persons, business and entities associated with the Promotion, as well as all of their respective trustees, officers, employees, students, volunteers, and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Jackpot Prize or Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Jackpot Prize or Prize (or any portion thereof). By registering for this Promotion, each Participant gives his/her express permission to be contacted by the University by telephone, email and/or postal mail for Promotion purposes. Each winner, by acceptance of the Jackpot Prize or Prize, grants to the University the right to publicize such winner's name, address (city and state/territory/province of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

General Terms:

Released Parties are not responsible for late, incomplete, inaccurate, delayed, undelivered transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Promotion-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, or the cancellation or postponement of any at-bats. Persons who tamper with or abuse any aspect of the Promotion or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the University or who are in violation of these Official Rules, as solely determined by the University, will be disqualified and all associated registrations will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by the University of Arkansas or their respective agents. The University shall have the sole right to disqualify any participant for violation of these Official Rules or any applicable laws relating to the Promotion, and to resolve all disputes in their sole discretion. The University's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The University reserves the right, in their sole discretion, to cancel or suspend the Promotion (or any portion thereof) should unauthorized human intervention or other causes corrupt administration, security, fairness, integrity or proper operation of the Promotion (or any portion thereof). The University also reserves the right, in their sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE UNIVERSITY OF ARKANSAS WILL DISQUALIFY ANY REGISTRANT RESPONSIBLE FOR THE ATTEMPT, AND THE UNIVERSITY OF ARKANSAS AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

As a condition of entering this Promotion, each Participant agrees that (a) any and all disputes, claims, controversies or causes of action arising out of or relating to this Promotion, or any prizes awarded (each, a "Claim"), shall be (i); and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, to the extent any would be permitted. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Arkansas applicable to contracts entered into and performed exclusively in the State of Arkansas.