

Major League Baseball Participant Release and Waiver

On behalf of myself and a child under 18 years old for whom I am his/her parent/guardian (if applicable), I acknowledge that my/my child's participation in any activity related to any Major League Baseball, including Reviving Baseball in Inner Cities ("RBI"), events ("Events") is voluntary and that the opportunity to participate in the Events shall be sufficient consideration for this Participant Release and Waiver ("Release"). I represent that I understand the nature of the activities associated with the Events and that I am/my child is qualified, in good health, and in proper physical condition to participate in the Events. I acknowledge that if I believe Events conditions are unsafe in any way, I will immediately discontinue my/my child's participation in the Events. I fully understand that participation in the Events involves risks of serious bodily injury, illness, or property damage, including permanent disability, paralysis, and death, which may be caused by my/my child's own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place, and the negligence of MLB or any MLB Person (as each is defined below). I understand, accept, and assume all risks and dangers inherent and relating to my/my child's participation in the Events.

To the fullest extent permitted by applicable law, I hereby release, forever discharge, and covenant not to sue Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, Major League Baseball Charities, Inc., Major League Baseball Youth Foundation, my/my child's local RBI league, Boys & Girls Clubs of America, LEJ Sports Group, LLC, The MLB Network, LLC, each of the Major League Baseball clubs, the owners and operators of the venues in which the Events are held, past, present and future affiliated entities associated with the Events, and any entity with jurisdiction over any venue in which an Event is held (collectively, "MLB"), and each of their respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns, rightsholders, sponsors, and/or other licensees (each, an "MLB Person" and, collectively, the "MLB Persons"), and MLB and/or the MLB Persons shall not be responsible for any death, illness, personal injury, property damage, or other loss suffered as a result of my/my child's participation in the Events, including as a result of the negligence of MLB or any MLB Person. The foregoing shall constitute a release and waiver of all liability, claims, demands, losses, or damages of whatever kind or nature, either in law or in equity, on my/my child's account arising from my/my child's participation in the Events.

By signing below and/or participating in the Events, I hereby grant MLB and the MLB Persons the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional consideration, and in perpetuity, in any and all media now or hereafter known (including, without limitation, sponsored, pre-recorded and live programming, and advertising and promotion via any and all media, including television, print, online and social media), my/my child's likeness, image, name, words, voice and/or biographical information (collectively, "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future events related to baseball and/or the Events, and I agree that such Images may be used by MLB and/or the MLB Persons for all such purposes. In addition, in connection with the use of the Images, I hereby release and waive any action or cause of action that I/my child may assert in connection with the use of the Images including, but not limited to, any claims which I have/my child has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear.

I further agree that by signing below, I hereby forever release, discharge and covenant not to sue MLB and/or the MLB Persons, and I will indemnify and defend MLB and the MLB Persons from and against any and all liability arising from my/my child's participation in the Events. I hereby provide the foregoing Release for myself/my child, my/my child's personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my/my child's behalf. I further agree that if, despite this Release, waiver of liability and assumption of risk I, or anyone on my behalf, makes a claim against MLB and/or any MLB Person, I will, to the fullest extent permitted by applicable law, indemnify, save, and hold harmless each of such persons and/or entities from any claim, loss, liability, damage, or cost which

may incur as a result of such claim, including attorneys' fees incurred by any such persons or entities defending against such claims.

This Release, as well as any dispute between me/my child and MLB and/or the MLB Persons, shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Any dispute, claim or cause of action arising out of this Release, including, but not limited to, my/my child's participation in the Events, shall be settled by mandatory, confidential, final, and binding arbitration. The arbitration shall be held in New York County, New York, and administered by the American Arbitration Association in accordance with its then-existing commercial arbitration rules (except for any rules authorizing class arbitration). There shall be a single arbitrator to be selected in accordance with those rules. Neither I, MLB nor any MLB Person(s) shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

I represent that I am eighteen (18) years of age or older; or if applicable, that I am the parent or legal guardian of the minor(s) or legally incapacitated adult(s) named below; and that I hereby consent to the use of any personal information I provide about myself and/or my child(ren) or ward(s) by MLB and any MLB Person in connection with the Events.

I HAVE READ THIS RELEASE AND HAVE VOLUNTARILY SIGNED BELOW, AND I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY MLB OR MLB PERSONS.

Participant's Name (print):

Signature: _____

Participant's Home Address:

Participant's Email Address:

Participant's Phone #:

Date: _____

Parent/ Guardian's Name (print) (If
Participant is younger than 18
years of age):

Signature: _____

Parent/Guardian's Home Address:

Parent/Guardian's Email Address:

Parent/Guardian's Phone #

Date: _____