**Major League Baseball Participant Release and Waiver**

On behalf of myself and, if applicable, a child under the age of 18 years old for whom I am his/her parent/guardian (if applicable), I acknowledge that (i) my/my child’s participation in any Major League Baseball activity or event (each, an “Event”) is voluntary; and (ii) the opportunity to participate in the Event shall be sufficient consideration for this Release and Waiver (“Release”). I represent that I understand the nature of my/my child’s presence in the Event. I acknowledge that if I believe conditions are unsafe in any way, I/my child will immediately cease participation in the Event. I fully understand that participation in the Event may involve 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 participating in the Event (directly or indirectly) and the conditions in which the Event takes place. I understand, accept, and assume all risks and dangers inherent and relating to my/my child’s participation in the Event.

I hereby confirm that:

* 1. I/my child am/is physically fit enough to take part in the full duration of the Event and I/my child have not been advised to not participate by a qualified medical professional; and
  2. there are no reasons (including, without limitation, health issues) which preclude my/my child’s participation in the Event.

I hereby consent for me/my child to receive medical treatment which may be deemed advisable by a qualified First Aider designated by MLB or any MLB Persons in the event of injury, accident and/or illness during my/my child’s participation in the Event.

To the fullest extent permitted by applicable law, I hereby release, forever discharge, and covenant not to sue Major League Baseball Europe, Ltd., Major League Baseball Properties, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, Major League Baseball Charities, Inc., Major League Baseball Youth Foundation, The MLB Network, LLC, each of the Major League Baseball clubs, the owners and operators of the venue on which the Event is held (“Venue”), and other past, present and future affiliated entities associated with the Event (collectively, “MLB”), the City in which the Event is held, and each of their respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, independent contractors, servants, officials, employees, including, without limitation, players, managers and coaches, 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 illness, property damage, or other loss suffered as a result of my/my child’s participation in the Event, except that MLB and any MLB Persons shall not be released from any liability for my/my child’s personal injury or death where such personal injury or death is caused by the negligence of MLB or an 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 participation in the Event.

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, my/my child’s likeness, image, words and/or voice (collectively, “Images”) in photographic or other works for purposes of promoting, advertising, or marketing the Event and current or future events related to baseball and/or the Event, 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 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 Event. I hereby agree to this 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, including the waiver of liability and assumption of risk, I, or anyone on my/my child’s behalf, makes a claim against MLB and/or any MLB Person, I will 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 section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my child being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, “Communicable Disease”), during or in connection with my/my child’s participation in the Event and/or my/my child’s presence at the Venue. By participating in the Event and/or being present at the Venue, I acknowledge and expressly assume the risk that I/my child may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that my/my child’s interaction with Event staff, participants and any other individuals present at the Venue poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Event and/or being present at the Venue are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my child may subsequently infect others, even if I/my child don’t experience or display any symptoms. In connection with the foregoing, I agree that I/my child will not participate in the Event or be present at the Venue if, within ten (10) days preceding the Event, I/my child (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; and/or (iii) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease. I further agree that I/my child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my child’s participation in the Event and/or presence at the Venue.

This Release shall be exclusively governed by the laws of England and Wales. I expressly waive and relinquish any and all rights or benefits that I/my child may now have, or in the future may have as to the matters released herein. This Release is intended to cover all disputes, controversies or claims (“Claims”) in connection with and/or arising out of my/my child’s participation in the Event. Should any Claims be deemed not to be covered by this Release, I agree that all such Claims that I wish to pursue (including any question regarding its existence, validity, formation or termination) must be brought against Major League Baseball Europe, Ltd. only and may not be brought against any other MLB entity or MLB Person and may be brought on an individual basis through:

1. the courts of England and Wales; or
2. through confidential, final and binding arbitration at the London Court of International Arbitration (“LCIA”), in London, England before a private and impartial arbitrator conducted in accordance with the rules of the LCIA.  I agree that the LCIA arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law.

I hereby waive my right to commence, or be a party to, any class or collective claims or to bring jointly with any other person any claim against MLB or any MLB Person.

I represent that I am eighteen (18) years of age or older.

I HAVE READ AND UNDERSTOOD AND HAVE VOLUNTARILY AGREED TO THIS RELEASE, 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. IN THE EVENT OF ANY ACCIDENT OR INJURY TO ME/MY CHILD THAT OCCURS AS A RESULT OF MY/MY CHILD’S PARTICIPATION IN THE EVENT, I AUTHORISE AND PERMIT A QUALIFIED FIRST AIDER DESIGNATED BY MLB OR ANY MLB PERSON TO ADMINISTER EMERGENCY FIRST AID TO ME/MY CHILD (INCLUDING, WITHOUT LIMITATION, THE PROVISION OF EMERGENCY MEDICAL TREATMENT, TRANSPORTATION, AND ANY OTHER EMERGENCY MEDICAL TREATMENT BY DOCTORS, PARAMEDICS AND/OR OTHER MEDICAL PERSONNEL).