

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

NOTICE: By signing this Release, Waiver and Indemnification Agreement (the “Agreement”), you waive certain legal rights, including the right to sue.

In consideration for being allowed to enter First National Bank Field in Greensboro, North Carolina to attend and/or participate in certain clinics, tryouts, games, programming, or other related activities (the “**Activity**”) administered by one or more of the Released Parties (as defined below), the undersigned (and his or her guardians if the Participant is a minor) (the “**Participant**”) agrees as follows:

- 1) **TO WAIVE ALL CLAIMS** that Participant has or may have against Greensboro Baseball, LLC, and its subsidiaries, affiliates, owners, employees, agents, sponsors, licensees, volunteers, participants, and successors-in-interest and assigns (collectively, “**Released Parties**”), arising out of Participant’s participation in the Activity, **expressly including any claims arising from any NEGLIGENT acts, omissions, or conduct of the Released Parties.** The Activity may be cancelled, rescheduled, or relocated without prior notice.
- 2) **TO ASSUME ALL RISKS** of participating in the Activity, even those caused by the **NEGLIGENT** acts, omissions, or conduct of the Released Parties. The Participant and his/her guardians understand that the risks of participating in the Activity may be both foreseen and unforeseen and include serious physical injury, illness, and/or death and other personal and property damages. The Participant and his/her guardians also understand the highly contagious nature of the disease designated as COVID-19 or the related virus designated SARS-CoV-2 (also known “**COVID-19**”) and voluntarily assume the risk of exposure to or infection of COVID-19 by participating in the Activity and/or attending the Activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Participant and his/her guardians understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or **NEGLIGENCE** of Participant, his/her guardians, and others, including, but not limited to, the Released Parties and other participants. Participant and his/her guardians voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury and/or illness to Participant and his/her guardians (including, but not limited to, personal injury, disability, and death), damage, loss, claim, liability, or expense of any kind that Participant and his/her guardians may experience or incur in connection with the Activity (collectively, the “**Claims**”).
- 3) **TO RELEASE AND TO INDEMNIFY** the Released Parties from any and all Claims that the Participant may incur in connection with the Activity, even those caused by the **NEGLIGENT** acts, omissions or conduct of the Released Parties.
- 4) **COVENANT NOT TO SUE.** Participant agrees not to institute legal proceedings against any of the Released Parties for any of the liabilities that have been waived, released or discharged herein, and further agrees to defend and indemnify the Released Parties from and against any and all legal proceedings that may be instituted on the Participant’s behalf.
- 5) **ARBITRATION.** Participant agrees to submit any dispute arising from the Activity to binding arbitration. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Wake County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 6) **MISCELLANEOUS.** In entering into this Agreement, Participant is 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. This Agreement shall be effective and binding upon Participant’s heirs, next of kin, executors, administrators, successors, assigns, and representatives, and anyone else who might claim on his/her behalf. Participant hereby permits the placement of Participant’s name and photo (and the name/photo of Participant’s minor child) on the Rangers’ website and on other promotional materials. Participant waives all potential claims and liabilities against the Released Parties and Major League Baseball Advanced Media, Major League Baseball, Minor League Baseball, the South Atlantic League, and related entities, relating in any way to the collection, use and disclosure of any personally identifiable information on the internet, including compliance with the FTC’s Children’s Online Privacy Protection Act (COPPA) or any other applicable law or regulation. Participant agrees that in the event

that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. **Participant understands that that Participant is obligated to follow the rules of the Activity including any required health and wellness screening and that Participant can minimize risk of illness and injury by the exercise of common sense, following recommended health and safety guidance and by being aware. If, while participating in the Activity, Participant observes any unusual hazard, which Participant believes jeopardizes his/her personal safety or that of others, Participant will remove himself/herself from participation and promptly bring the hazard to the attention of a representative of one of the Released Parties.**

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY, IS PARTICIPATING AT HIS OR HER OWN RISK, AND IS AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, EXPOSURE TO COVID-19, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. PARTICIPANT UNDERSTANDS THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM HIS OR HER OWN OR OTHERS' NEGLIGENCE, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES, AND NONETHELESS ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN TO PARTICIPANT, ASSOCIATED WITH PARTICIPATION IN THIS ACTIVITY. PARTICIPANT UNDERSTANDS THAT THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES, REGARDLESS OF WHETHER A COVID-19-RELATED INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITY. PARTICIPANT FURTHER ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, AND FULLY UNDERSTANDS THE PROVISIONS AND COVENANTS CONTAINED HEREIN. PARTICIPANT IS AWARE THAT BY SIGNING THIS AGREEMENT PARTICIPANT MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Participant Name: _____ Phone Number: _____

IF PARTICIPANT IS UNDER 18: I AM A PARENT OR LEGAL GUARDIAN OF PARTICIPANT, AND I ATTEST THAT PARTICIPANT IS A MINOR, THAT I HAVE LEGAL RESPONSIBILITY OVER PARTICIPANT, AND CONSENT TO HIS/HER PARTICIPATION IN THE ACTIVITY. I HAVE READ THE ABOVE AGREEMENT AND AM FULLY FAMILIAR WITH THE CONTENTS THEREOF. IN CONSIDERATION FOR ALLOWING THE PARTICIPATION OF MY CHILD/WARD IN THE ACTIVITY, I HEREBY CONSENT TO THE AGREEMENT ON BEHALF OF MY CHILD/WARD AND AGREE THAT THIS AGREEMENT SHALL BE BINDING UPON ME, MY HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.

Parent/Guardian Signature: _____ Participant Name: _____

Parent/Guardian Name: _____ Phone Number: _____