

PARTICIPANT RELEASE AND WAIVER

Section 1. Acknowledgements.

On behalf of (a) myself and, if applicable, (b) a dependent, including any child under eighteen (18) years old or a legally incapacitated adult for whom I am his/her parent/guardian (a "Dependent"), as a participant in the Events (as defined below) (the "Participant"), I acknowledge (i) and represent that I am over eighteen (18) years of age, and (ii) that my/my Dependent's participation in any activity related to, directly or indirectly, any event held at the Jackie Robinson Training Complex (the "Facility") (each, an "Event" and, collectively, the "Events") is voluntary and that the opportunity to participate in the Events shall be sufficient consideration for this Participant Release and Waiver (this "Release"). I represent that I and my Dependent (if applicable) understand the nature of the activities associated with the Events and that I am/my Dependent is qualified, in good health and in proper physical condition to participate in the Events. I acknowledge that if I believe any conditions in connection with the Events, including, without limitation, (A) playing conditions, (B) supervision (or lack thereof), (C) transportation to, from or around the Events and at the Facility, including golf cart use, and (D) food or beverages consumed during the Events, are unsafe or unsuitable for me/my Dependent in any way, I will immediately discontinue my/my Dependent's participation in the Events. I further acknowledge that I and my Dependent (if applicable) fully assume all risks associated with using a golf cart as a driver and/or passenger and will comply with all applicable laws and rules in connection therewith, which shall include but not be limited to: (i) obeying speed limits and using reasonable caution at all times as a golf cart driver and/or passenger; (ii) driving the golf cart solely on the roads and within the premises of Facility; and (iii) limiting the number of individuals on the golf cart at all times to the number of seats available on the golf cart. I fully understand that participation in the Events involves foreseen and unforeseen risks of property damage, illness or serious bodily injury, including, without limitation, permanent disability, paralysis, and death, which may be caused by my/my Dependent's own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place and/or the negligence of any MLB Entity or any MLB Person (as each is defined below). I understand, accept and assume all such foreseen and unforeseen risks and dangers inherent and relating to my/my Dependent's participation in the Events. In connection with any injury I/my Dependent may sustain or any other medical condition I/my Dependent may experience during my/my Dependent's participation in or with the Events, I authorize any emergency first aid, medication, or medical treatment (collectively, "Emergency Medical Services") deemed necessary by the attending certified medical or emergency personnel (collectively, the "Medical Staff") if I am not able to act on my own/my Dependent's behalf. Additionally, I agree to assume responsibility for any reasonable costs, fees or other monetary charges associated with such Emergency Medical Services.

Section 2. Release and Waiver.

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, The MLB Network, LLC, MLB Media Holdings, L.P., Tickets.com, LLC, Verotown, LLC, each of the Major League Baseball clubs, the owners and operators of the venues in which the Events are held, and each of their respective past, present and future affiliated entities associated with the Events, and any entity with jurisdiction over any venue in which an Event is held (each an "MLB Entity" and, collectively, the "MLB Entities"), and each of the foregoing MLB Entity's respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners (direct or indirect), shareholders, agents, servants, officials, employees, volunteers, successors, assigns, rightsholders, sponsors and other licensees (each, an "MLB Person" and, collectively, the "MLB Persons"), from any claims, liabilities, demands, losses, costs and damages of whatever kind or nature, in law or equity, known or unknown, that arise from or relate in any way, directly or indirectly, to my/my Dependent's participation in the Events and the inherent risks associated therewith, other than if due to the willful misconduct of any MLB Entity or any MLB Person. I FURTHER AGREE THAT NEITHER ANY MLB ENTITY NOR ANY OF THE MLB PERSONS SHALL BE RESPONSIBLE FOR ANY DEATH, ILLNESS, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS SUFFERED AS A RESULT OF MY/MY DEPENDENT'S PARTICIPATION IN THE EVENTS, OTHER THAN IF DUE TO THE WILLFUL MISCONDUCT OF ANY MLB ENTITY OR ANY MLB PERSON. I hereby provide the foregoing Release for myself/my Dependent, my/my Dependent'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 Dependent's behalf.

Section 3. Right of Publicity and Data Collection.

I agree that participation in any Events by myself and/or my Dependent shall constitute irrevocable, non-exclusive, transferable, sublicensable and assignable right for the MLB Entities and MLB Persons to collect (i) my/my Dependent's name, words, voice, biographical information and/or likeness or any other identification of myself/my Dependent (the "Images"), and (ii) performance and athlete data (including, but not limited to, athlete performance,

equipment performance, speed, spin and movement of pitched, thrown and batted baseballs and related video, digital and/or electronic recording and/or tracking analysis systems) (collectively, "Performance Data"), for commercial or promotional advertising, publicity, airing, streaming or broadcasting the Events, instructional or any other purposes in connection with the Events or the business of any of the MLB Entities or MLB Persons, in any medium, at any time and from time to time, at such MLB Entity's or MLB Person's reasonable discretion in each instance without compensation to, or right of prior review or approval by, myself/my Dependent. On behalf of myself and my Dependent, I hereby release, waive and forever discharge and covenant not to sue any of the MLB Entities and/or MLB Persons with respect to any and all liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim in connection with any such use of my/my Dependent's Images or Performance Data.

Section 4. Indemnification.

I further agree that by signing below, I will indemnify, defend and hold harmless the MLB Entities and the MLB Persons from and against any and all liability arising from, or in connection with, my/my Dependent's participation in the Events other than any liability arising out of the MLB Entities' or the MLB Persons' willful misconduct. I further agree that if, despite this Release or any waiver of liability or assumption of risk in connection with the Events, I, or anyone on my behalf, makes a claim against any MLB Entity 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 liabilities, claims, demands, losses, costs, and damages which any such persons or entities may incur as a result of such claim, including, without limitation, attorneys' fees incurred by any such persons or entities defending against such claims, except for such claims arising out of the MLB Entities' or the MLB Persons' willful misconduct.

Section 5. Communicable Disease Assumption of Risk and Release of Liability

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my Dependent 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 Dependent's participation in any Events and/or my/my Dependent's presence at the Facility. By participating in any Events and/or being present at the Facility, I acknowledge and expressly assume the risk that I/my Dependent 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 Dependent's interaction with Event staff, participants and any other individuals present at the Facility poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my Dependent will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in any Events and/or being present at the Facility are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my Dependent may subsequently infect others, even if I/my Dependent don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my Dependent will not participate in any Event or be present at the Facility if, on the date of such Event, I/my Dependent are required or recommended by current guidance of the Centers for Disease Control and Prevention and/or applicable laws and policies of federal, state, city and/or local authorities to stay at home, quarantine and/or isolate (e.g., as a result of testing positive for, experiencing symptoms of, or being in direct contact with someone who tested positive for, COVID-19 or other Communicable Disease). I further agree that I/my Dependent will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my Dependent's participation in any such Event and/or presence at the Facility.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE MLB ENTITIES OR MLB PERSONS FOR, AND NEITHER THE MLB ENTITIES NOR MLB PERSONS SHALL BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY ME/MY DEPENDENT OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY DEPENDENT, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM THE NEGLIGENCE OF MLB ENTITIES OR MLB PERSONS AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN ANY

EVENTS AND/OR BEING PRESENT AT THE FACILITY DURING A COMMUNICABLE DISEASE PANDEMIC OTHER THAN IF DUE TO THE WILLFUL MISCONDUCT OF ANY MLB ENTITY OR ANY MLB PERSON.

I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Section 6. Governing Law.

This Release, as well as any dispute between me/my Dependent and any MLB Entity and/or any 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 Dependent's participation in the Events, shall be settled by mandatory, confidential, final and binding arbitration. The arbitration shall be held in the County in which Participant attended the majority of the Events, and administered by JAMS 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, any MLB Entity 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 agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE MLB ENTITIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS RELEASE, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE MLB ENTITIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS RELEASE, AND THE MLB ENTITIES HAVE THE RIGHT TO REFUSE

**TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS
RELEASE.**

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 ANY MLB ENTITY OR ANY MLB PERSON. I FURTHER REPRESENT THAT I AM AWARE THAT BY SIGNING THIS RELEASE I AM OR MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Name of Participant (Printed)

School / Team / Organization of Participant

Signature of Participant

Today's Date

IF PARTICIPANT IS A DEPENDENT: I AM A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT LISTED BELOW, AND I ATTEST THAT THE PARTICIPANT IS A MINOR, THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT AND CONSENT TO HIS/HER PARTICIPATION IN THE EVENTS.

Name of Participant (Printed)

School / Team / Organization of Participant

Name of Parent/Guardian (Printed)

Signature of Parent/Guardian

Today's Date