

RELEASE AND WAIVER OF CLAIMS

In consideration of the Diamond Baseball Holdings _____ (DBH _____) allowing me to voluntarily participate in certain promotional activities and/or the use of equipment and facilities in connection therewith (collectively, the "Activities"), I HEREBY ACKNOWLEDGE AND AGREE THAT MY PARTICIPATION IN SUCH ACTIVITIES INVOLVES RISK OF BODILY INJURY, DEATH AND/OR DAMAGE TO OR LOSS OF PROPERTY AND I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN. I SPECIFICALLY ACKNOWLEDGE AND AGREE THAT I AM EXPRESSLY ASSUMING ALL RISKS, KNOWN AND UNKNOWN, WITH RESPECT TO THE COVID-19 PANDEMIC AND PARTICIPATING IN THE ACTIVITIES DURING SUCH PANDEMIC. I hereby release and hold harmless the MLB PDL Entities, DBH _____ and each of their respective parent, subsidiary and affiliated companies, and all of their respective directors, officers, shareholders, employees, agents, independent contractors (including, but not limited to, concessionaires and parking operators), sponsors, successors and assigns (collectively, the "_____ Parties" or "Indemnified Parties"), from any and all rights, claims, demands, losses, damages, expenses, costs and actions (including reasonable attorneys' fees) to me or my property, whether arising from, without limitation, the negligence of the Indemnified Parties or otherwise, which I, my heirs, executors or assigns may have in connection with my voluntary participation in the Activities or use of any facilities or services in connection therewith, including without limitation, any bodily injuries, death, personal injuries or property damage that I may incur or which may arise or result from my voluntary participation in the Activities. I acknowledge that my participation in the Activities shall be subject to the rules and regulations that the DBH _____ Parties may require and that I shall be obligated to pay for any damage that I may cause while participating in the Activities.

Further, I hereby grant the Indemnified Parties and/or their sponsors the perpetual, worldwide right to make both visual and/or audio recordings and still images of me and to use my name, image, voice, likeness, and biographical information in connection with the Activities in any of the DBH _____ games, DBH _____ - related programming, promotional/marketing materials, community affairs initiatives, and/or other media (collectively, the "Media") and for the purpose of advertising, marketing and/or promoting the DBH _____ Parties and/or their sponsors. I agree that the rights granted hereunder shall include the perpetual, worldwide right of the DBH _____ Parties and/or their sponsors to edit, telecast, cablecast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit my name, image, voice, likeness, and biographical information in any manner and in any medium or forum whether now known or hereafter devised, in whole or in part, without any further compensation to me.

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 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 Activities and/or my/my child's presence at any of the facilities where Activities take place (the "Facilities"). By participating in the Activities and/or being present at the Facilities, 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 Activities staff, participants and any other individuals present at the Facilities 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 Activities and/or being present at the Facilities 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 Activities or be present at the Facilities if, within fourteen (14) days preceding the Activities, 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; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice (each, a "Prohibited Country") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has traveled to a Prohibited Country within fourteen (14) days preceding my/my child's encounter with such person. 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 Activities and/or presence at the Facilities.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE INDEMNIFIED PARTIES FOR, AND THE INDEMNIFIED PARTIES SHALL NOT 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 CHILD OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY CHILD, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND/OR BEING PRESENT AT THE FACILITIES DURING A COMMUNICABLE DISEASE PANDEMIC.

I have read this entire document and acknowledge, accept, and assume the risk that injury or damage to my person or property may result from such Activities and warrant that I am over eighteen (18) years of age and that I have every right to contract in my own name.

SIGNATURE
(Parent or Guardian Signature if under 18)

DATE

PRINTED NAME

PRINTED NAME OF MINOR (if applicable)

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

E-MAIL