LIABILITY RELEASE, WAIVER AND COVENANT NOT TO SUE

I hereby represent and warrant that I am the parent/legal guardian of {Child’s Name}. I further represent and warrant that I am at least eighteen (18) years of age. My child is in good physical and mental health and do not suffer from any mental or physical condition or disability which may render his/her participation in baseball activities (the “Activities”) at Great American Ball Park in Cincinnati, Hamilton County, Ohio hazardous to myself or to others or which may impair my ability to participate in the Activities.

I further acknowledge and agree that none of the Club Parties (as defined below) has any obligation or responsibility to evaluate my child’s physical condition or any limitations associated with his/her participation in the Activities.

I UNDERSTAND AND AGREE THAT MY CHILD IS PARTICIPATING IN THE ACTIVITIES AT HIS/HER OWN RISK. ON MY BEHALF AND ON BEHALF OF MY CHILD, I EXPRESSLY ASSUME ALL RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) ARISING OUT OF HIS/HER PARTICIPATION IN THE ACTIVITIES, HOWSOEVER CAUSED OR ARISING AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY SUCH INJURY, PERMANENT DISABILITY OR DEATH.

In consideration of my child’s participation in the Activities, I hereby release, hold harmless, and agree to indemnify The Cincinnati Reds LLC, the Cincinnati Baseball Museum (d/b/a Cincinnati Reds Hall of Fame and Museum), the Cincinnati Reds Community Fund, the Board of Commissioners Hamilton County, Ohio, Baseball Park Management Company, LLC and their respective owners, affiliates, subsidiaries, members, directors, officers, employees and agents (collectively, the “Club Parties”) from and against any and all claims, causes of action, or demands relating to or arising out of my child’s participation in the Activities.

IN ADDITION, ON MY BEHALF AND ON BEHALF OF MY CHILD, I HEREBY WAIVE ANY CLAIMS AGAINST THE CLUB PARTIES THAT I MAY HAVE ARISING FROM MY CHILD’S PARTICIPATION IN THE ACTIVITIES.

ON MY BEHALF AND ON BEHALF OF MY CHILD, I FURTHER COVENANT AND AGREE NOT TO SUE THE CLUB PARTIES FOR ANY CLAIMS OR DAMAGES ARISING FROM MY CHILD’S PARTICIPATION IN THE ACTIVITIES.

Any dispute, claim or cause of action by or through the participant shall be brought (i) individually, without resort to any form of class or collective action, and (ii) exclusively before a single private and impartial arbitrator in a confidential, final and binding arbitration held in Cincinnati, Hamilton County, Ohio administered by the American Arbitration Association under its then current Commercial Arbitration Rules; the arbitrator shall have the power to award any remedies available under applicable law.

By signing below, I acknowledge that I have carefully read and understand the information stated above.

In the event of an emergency, I hereby consent for my child to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

Participant’s Name ___________________________________________ Age _______

Parent or Guardian’s Printed Name _________________________________________

Parent’s or Guardian’s Signature _______________________________ Date Saturday, July 1, 2017