



2015 ALL-STAR WEEK PARTICIPANT RELEASE AND WAIVER

On behalf of myself and my minor child (if applicable) ("I"), I acknowledge that my participation in the "largest game of catch" and any other activity related to the 2015 Major League Baseball All-Star Week events in Cincinnati, Ohio ("Events") is voluntary. I represent that I understand the nature of the activities associated with the Events and that I am qualified, in good health, and in proper physical condition to participate in the Events. I acknowledge that if I believe Events conditions are unsafe, I will immediately discontinue participation in the Events. I fully understand that participation in the Events involves risks of serious bodily injury, illness, or property damage, including permanent disability, paralysis, and death, which may be caused by my own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place, and the negligence of the released persons and entities stated below. I understand, accept, and assume all risks and dangers inherent and relating to my participation in the Events.

In consideration of participating in the Events, I hereby release, forever discharge, and covenant not to sue Major League Baseball Properties, Inc., the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and each of the Major League Baseball Clubs, P & G Cincinnati MLB Urban Youth Academy owners and operators, the Great American Ball Park owners and operators, Guinness World Records North America, Inc., Cal Ripken, Sr. Foundation, Get Your Back on Track LLC d/b/a Revolution Fitness, Proctor & Gamble Co., General Motors LLC, PepsiCo, Inc., Kellogg North America Company, other sponsors of Events, and other affiliated entities associated with the Events (collectively, "MLB"), the City of Cincinnati, Ohio, any entity with jurisdiction over any venue in which an Event is held, and their respective related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, Participants, successors, assigns, rightsholders, sponsors, and/or other licensees (the "MLB Persons"), and such persons and entities shall not be responsible for any death, illness, personal injury, property damage, or other loss suffered as a result of my participation in the Events, including as a result of the negligence of MLB or any 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 account arising from my participation in the Events.

By signing below and/or participating in the Events, I hereby grant MLB and the MLB Persons the irrevocable and assignable right to depict, without compensation and in perpetuity, in any and all media now or hereafter known, my likeness, image, name, words, voice and/or biographical information (collectively "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future events related to baseball and/or the Events, and I agree that such Images may be used by MLB (or its rightsholders, sponsors and/or other licensees) 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 may assert in connection with the use of the Images including, but not limited to, any claims which I have 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 further agree that by signing below, I hereby forever release, discharge and covenant not to sue MLB and the MLB Persons, and I will indemnify and defend the MLB and MLB Persons from and against any and all liability arising from my participation in the Events. I hereby provide the foregoing release and waiver for myself, my personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my behalf. I further agree that if, despite this release, waiver of liability and assumption of risk I, or anyone on my behalf, makes a claim against any of MLB or the MLB Persons, 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 attorney's fees incurred by any such persons or entities defending against such claims.

This release and waiver shall be governed by the laws of the State of New York, without regard to applicable conflicts of laws provisions or the principles of comity. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein. This release and waiver is intended to cover all claims in connection with and/or arising out of my participation. Should any claims be deemed not to be covered by this release and waiver, I agree that all legal claims I wish to pursue against MLB or any MLB Person, including any dispute over the terms or coverage of this release and waiver, may be brought on an individual basis only through confidential, final and binding arbitration before a private and impartial arbitrator (conducted in accordance with the then-current JAMS Employment Arbitration Rules & Procedures), and 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 agree that any such claims must be brought against Major League Baseball Properties, Inc. only and may not be brought against any other MLB entity or MLB Person. I agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for the rights to which I am not otherwise entitled: namely being permitted to participate at the Events and the more expeditious and confidential resolution of any such disputes.

I represent that if this form is not signed below by my parent or guardian, I am eighteen (18) years of age or older. If I am executing this form on behalf of a minor child under the age of eighteen (18), I represent and warrant that I am such child's parent or legal guardian. I hereby expressly confirm my consent to the collection and use by the MLB Persons of my child's personal information provided by me at allstargame.com/catch when registering my child for the Events in connection with the MLB Persons' administration of the Events.

I HAVE READ THIS RELEASE AND WAIVER 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 MLB OR MLB PERSONS.

Participant's Name (print)	Participant's Signature	Parent/ Guardian' Signature (If Participant is younger than 18 years of age)
_____	_____	_____
Date:	Date:	Date:
_____	_____	_____
Participant's Home Address:	Participant's Phone #:	Participant or Parent/Guardian's Email Address:
_____	_____	_____
_____	_____	_____