

**MLBPAA LEGENDS FOR YOUTH CLINIC  
RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT**

**THIS IS A RELEASE OF LIABILITY; PLEASE READ IT CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ (name of parent/guardian) individually and on behalf of my child/ward name on the signature page below consent to the Minor's participation in activities (e.g. camps/clinics/trainings) associated with the Major League Baseball Players' Alumni Association (the "MLBPAA") and enter into this release, indemnification and waiver of liability agreement. In consideration of the permission granted to me and/or the Minor to participate in the Event, I, and on behalf of the Minor (including the Minor's and my own personal representatives, heirs, executors, administrators, legal representatives, assigns, and/or anyone else entitled to act on my behalf or on behalf of the Minor), agree and consent to the following:

**Waiver and Release of Liability**

I understand that the Event is a potentially dangerous or hazardous activity that includes risks, including, but not limited to, the possibility of physical harm or injury, permanent disability, death and damage to or loss of property. I hereby expressly and specifically assume all risks, including, but not limited to, the risk of physical harm or injury, permanent disability and damage to or loss of property on the part of myself and the Minor, associated with participation in the Event, including, but not limited to, falls, contact with other participants, weather conditions including rain, ice, snow and cold temperatures, the conditions of the field or other Event locations, etc., all such risks being known and understood by me.

Having read the Waiver and Release of Liability ("WRL"), knowing, understanding and willing to assume the risks associated with participation in the Event, I, and on behalf of the Minor, hereby waive, release, forever discharge, hold harmless and covenant not to sue the MLBPAA, its successors and assigns, its Board of Directors, officers, operators, employees, agents, sponsors, instructors, other participants and any other representative of the MLBPAA (collectively, "Released Parties") from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, which arise or may hereafter arise from participation in the Event. I understand and acknowledge that this WRL discharges the Released Parties from any liability or claim that I or the Minor may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from participation in the Event, whether or not caused by the negligence of the Released Parties. Except as otherwise agreed to in writing by the MLBPAA, I, and on behalf of the Minor, hereby release and further discharge the Released Parties from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with participation in the Event.

I expressly agree that this WRL is intended to be as broad and inclusive as permitted by the laws of the jurisdiction in which the Event takes place. I agree that in the event that any clause or provision of this Agreement shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this WRL which shall continue to be enforceable.

**Risk and Assumption of Risk**

As a parent/guardian of the child/ward name on the signature page below, I am agreeing to the following and acknowledge that I am aware that there are risks competing in the Major League Baseball Players Alumni Association sanctioned activities. While participating during activities including any pre-clinic or post-clinic activities, exposure to directly or indirectly arising out of, contributed to, by or resulting from:

- An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome Coronavirus 2 (SARS-COV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any

In acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify Major League Baseball Players Alumni Association and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my child/ward's participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

**Photo and Electronic Media Release Waiver**

I hereby grant permission, on behalf of myself and the Minor, to the MLBPA, its successors, assigns, licensees, sponsors, partners and legal representatives, the irrevocable right to use my own and the Minor's name, picture, portrait, image or photograph on its Website, in electronic media (e.g. video, CD-Rom, etc.) or in other printed publications or other forms of promotion without further consideration, and I acknowledge the MLBPA's right to crop, edit or treat the photograph or video at its discretion, and waive any right held by myself or the Minor to inspect or approve the finished product, including written copy, which may be created in connection therewith. I, and on behalf of the Minor, hereby grant and convey unto the MLBPA all right, title, and interest in any and all photographic images and video or audio recordings made by the MLBPA during the Event, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I also acknowledge that the MLBPA may choose not to use any such images at this time, but may do so at its own discretion at a later date.

I also understand that once my image or that of the Minor is posted by the MLBPA on its Website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the following: the MLBPA, the photographer, their officers, employees, agents and designees.

**Statement of Conduct**

I understand that MLBPA staff reserve the right, at their sole discretion, to withdraw any participant whose influence or actions are deemed unsatisfactory or who will not abide with rules and policies as designated.

By signing below, I represent and warranty that I am the parent or guardian of the Child named above and that I have the legal authority and right to execute this release on my Child's behalf. I state further that I have read and understood the contents of this Release and that I am fully familiar with the contents thereof. I understand that I have given up substantial rights, including my own rights and those of my Child, by signing this Release and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me or my Child, and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____	_____	_____
Parent/Guardian Printed Name	Date	Parent/Guardian Signature
_____	_____	
Parent/Guardian Email Address	Parent/Guardian Street Address	
_____	( ) _____	
Emergency Contact Name <i>(If different than above)</i>	Emergency Contact Cell Number	

_____	_____	( ) _____
Name of Participating Child/Ward	Age of Child/Ward	Parent/Guardian Cell Number