

**PLAYER’S RELEASE FROM LIABILITY AND DISCHARGE**

In consideration that \_\_\_\_\_ [name of Player], (hereinafter referred as the “Player”) being provided the opportunity to participate in the 2017 Cadet Camp, hosted by Major League Baseball Properties (hereinafter referred to as the “Event”), the Player, and if the Player is a minor, his mother \_\_\_\_\_ [mother’s name], and his father \_\_\_\_\_ [father’s name] or his Guardian, \_\_\_\_\_ [guardian’s name], (hereinafter referred to as “Parents or Guardian”) hereby freely and voluntarily agree as follows:

**RELEASE OF LIABILITY AND AGREEMENT TO NOT SUE.** The Player and, if the Player is a minor, his Parents or Guardian as well, by themselves, and in the case of the undersigned Parents or Guardian, also on behalf and in representation of the Player, their respective relatives, representatives, executors, administrators, successors and designees, agree to release and forever discharge Major League Baseball Properties (hereinafter referred to as “MLBI”), the Office of the Commissioner of Baseball (also known as “MLB” ), the American and National League of Professional Baseball Clubs or the 30 Major League Baseball Clubs, Fédération Française de Baseball et Softball, Belarus Baseball Association, Baseball Club Minsk, Federazione Italiana Baseball Softball, Deutscher Baseball und Softball Verband E.V., Česká Baseballová Asociace, Baseball Academy Brno, Real Federación Española de Béisbol y Sófbol, Koninklijke Nederlandse Baseball en Softball Bond, Confederation of European Baseball (CEB), World Baseball Softball Confederation (WBSC), as well as their respective parent companies, subsidiaries and affiliates, their respective directors, officers, employees and agents, as well as each organizer, promoter and sponsor of the Event, or of activities related to the Event, their respective owners (direct and indirect), officers, directors, employees, agents and committees of each of the above, (collectively, the “Released from Liability Persons”) for any loss, damage, costs, expenses (including but not limited to attorneys’ fees and costs), claims, causes of actions, lawsuits, obligations, and claims of any nature (collectively, the “Liabilities”) arising from, based on or related to a physical injury, death, damage or loss of property suffered by the Player during or related to (i) the participation of the Player in the Event, including any event or activity related to the Event to which the Player attends because of his participation in the Event, (ii) the ground transportation that will be provided to the Player for any activities related to the Event, and (iii) the lodging and food that will be provided to the Player while participating in the Event. Such release, discharge and waiver includes a commitment not to sue any Released from Liability Person and includes, also, but is not limited to, any liability or loss caused in whole or in part by the negligence of any Released from Liability Person in connection to that person’s participation in the Event, (including but not limited to their respective officers, directors, employees, clubs, affiliates, etc. (direct or indirect)).

**ASSUMPTION OF RISK.** The Player and if the Player is a minor, his Parents or Guardian as well, acknowledge and affirm that they understand the risks or dangers that exist when participating in activities such as the Event and agree to assume all the risks and the responsibilities for injuries or death, as well as any damage or loss of property, arising from, based on or related to the participation of the Player in the Event. Such assumption of risk includes, but is not limited to, all personal injuries or death as well as damages or loss of property arising from, based on or related to the Player’s lack of skills or bad behavior and the acts or omissions of any coach or supervisor or any other person participating in the Event and any personal injury or death, damage or loss of property caused by in whole or in part by the negligence or fault of any Released from Liability Person. The Player and if the Player is a minor, his Parents or Guardian as well, authorize medical treatment for the Player if the need arises and in such case, they understand that agree that none of the Released from Liability Persons will be responsible for the injuries or death associated with or caused by the medical treatment that is provided to the Player or for the medical treatment itself.

**RIGHT OF PUBLICITY.** The participation of the Player in the Event shall constitute permission from the Player and if the player is a minor, his Parents or Guardian as well, for MLBI or any other Released from Liability Person to use the name, image or any other identification of the Player for purposes of advertising, publicity, teaching, commercial activities or any other purpose, by any means, in any medium, and at any time without compensation

or right to prior review or approval by the Player or his Parents or Guardian. The Player and if Player is a minor, his Parents or Guardian as well, by themselves, and in the case of the undersigned Parents and Guardians also on behalf and in representation of the Player, their respective relatives, representatives, executors, administrators, successors and designees, agree to release and forever discharge the Released from Liability Persons for any losses, damages, costs, expenses (including, without limitation, attorneys' fees and costs), claims, causes of actions, lawsuits, obligations, and claims of any nature arising from, based on or related to any claim for invasion of privacy or violation of privacy and right of publicity, defamation or appropriation or any other claim in connection with such use.

**INTELLECTUAL PROPERTY.** All images and photos of events related to the Event will be used exclusively by MLBI or any other Released from Liability Person, who are authorized to use, distribute and publish them, according to their own judgment.

**MISCELLANEOUS.** This Player's Release from Liability and Discharge shall be governed by and construed according to the laws of the State of New York, without regard to conflict of laws principles thereof. The Player and if the Player is a minor, his Parents or Guardian as well (i) agree, acknowledge and accept that, in case of any dispute or claim that arise from this Player's Release from Liability and Discharge or from the participation of the Player in the Event, the exclusive forum to resolve such dispute or claim shall be the courts of the State of New York located in the New York County, New York or the United States District for the Southern District of New York, and (ii) consent to the exclusive jurisdiction of such courts.

**REPRESENTATIONS.** The Player and if the Player is a minor, his Parents or Guardian as well, acknowledge and affirm that they have had the full opportunity to ask any questions that they might have concerning the Event, that they have read and understood this release, discharge, waiver and commitment not to sue and that they have had the opportunity to review this release, discharge, resignation, waiver and commitment not to sue with whomever person they wished or chose to do so, including a lawyer, and that they have done insofar as they wish to do so. The Player and if the Player is a minor, his Parents or Guardian as well, acknowledge and affirm that the Player does not suffer from any medical condition that represents or may represent a danger, damage or incapacity, and affirm, also, that the Player has been examined by a medical doctor within the last six months and that the Player is in good physical condition, is able to physically participate in the Event and is not subject to any medical condition that represents or may represent a danger, damage or incapacity to others.

\_\_\_\_\_  
Name of Player (Printed)

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Father (Printed)

\_\_\_\_\_  
Signature of Father

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Mother (Printed)

\_\_\_\_\_  
Signature of Mother

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Guardian (Printed)

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Date