

**RBI PROGRAM  
PLAYER RELEASE & WAIVER**

In consideration of \_\_\_\_\_ (the "Player") having been provided the opportunity to participate in the Office of the Commissioner of Baseball's Reviving Baseball in Inner Cities ("RBI") program (including, without limitation, any events related to Major League Baseball to which the Player may be invited or in which such Player may participate) (the "Program"), the Player and his/her parent or guardian hereby voluntarily agree as follows:

**RELEASE FROM LIABILITY AND COVENANT NOT TO SUE.** The Player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and forever discharge, to the fullest extent permitted by applicable law, the Program, the Player's local RBI league, Boys & Girls Clubs of America, LEJ Sports Group, LLC, Major League Baseball Charities, Inc., Major League Baseball Urban Youth Foundation, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, LP, The MLB Network, LLC, each of the Major League Baseball Clubs and other affiliated entities and their respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns, sponsors and/or licensees (each, an "RBI Entity" and collectively, the "RBI Entities") from, and waive in respect of each RBI Entity and covenant not to sue any RBI Entity for, any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), actions, causes of action, suits, obligations, judgments and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Player and/or his/her parent or guardian sustained in connection with the Player's participation in the Program. Such release, discharge, waive and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any RBI Entity in connection with such RBI Entity's involvement with the Program.

**PLAYER ASSUMES RISK.** Each of the Player and his/her parent or guardian is aware of and understands the inherent risks and dangers of baseball and softball and the potential for injury that exists when participating in this activity, and agrees to assume all risk of and responsibility for personal injury or death to Player, and/or damage to or loss of Player property, arising from, based upon or relating to the Player's participation in the Program. Such assumption of risk includes, but is not limited to, any personal injury or death, and/or damage to or loss of property, arising from, based upon or relating to the lack of skill of any player, the improper conduct of any player and the acts or omissions of any umpire, coach or supervisor, and any personal injury or death, or damage to and/or loss of property, caused in whole or in part by the negligence of any RBI Entity. Each of the Player and his/her parent or guardian understands and agrees that, in the event of any injury to Player, none of the RBI Entities will be responsible for any decisions relating to medical treatment for Player or for such treatment itself.

**RIGHT OF PUBLICITY.** The Player's participation in the Program shall constitute the irrevocable, non-exclusive, transferable, sublicensable and assignable permission and right to use the name, likeness, image, voice, biographical information and/or any other identification of the Player for advertising, publicity, instructional or any other purposes in connection with the Program, the business of any of the RBI Entities and/or any baseball-related events, programming and other activities, in perpetuity, worldwide, and in any and all media now or hereafter known, without any additional consideration or right of prior review or approval by the Player or his/her parent(s) or guardian(s). Each of the Player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and discharge each RBI Entity from, to waive in respect of each RBI Entity, and not to sue any RBI Entity for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

**ARBITRATION.** This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Any dispute, claim or cause of action arising out of this release, discharge, waiver and covenant not to sue shall be settled by mandatory, confidential, final and binding arbitration in New York, NY and administered by the American Arbitration Association in accordance with its then-current commercial arbitration rules. Neither Player and his/her parent or guardian, nor any RBI Entity shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If any portion of this release, discharge, waiver and covenant not to sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

**REPRESENTATIONS.** Each of the Player and his/her parent or guardian states that he/she has had full opportunity to ask any questions regarding the Program that he/she may have, that he/she has read and understands this release, discharge, waiver, and covenant not to sue (and, if applicable, that the parent or guardian has read and understands this release, discharge, waiver and covenant not to sue, and has explained it to the Player) and that he/she has been given the opportunity to review this release, discharge, waiver, and covenant not to sue with any person he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. Each of the Player and his/her parent or guardian further states that the Player is the beneficiary of his/her parent or guardian's insurance policy or is otherwise covered by sufficient insurance coverage, has been examined by a doctor within the past six (6) months, is in good physical condition, is physically fit to participate in the Program and is not subject to any medical condition that poses or may pose risk of harm or disability to others.

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