



**RBI PROGRAM
PLAYER RELEASE & WAIVER**

In consideration of _____ (the "Player") having been provided the opportunity to participate in the Reviving Baseball in Inner Cities ("RBI") program of the Office of the Commissioner of Baseball (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 the Program, the Player's local RBI league, Boys & Girls Clubs of America, Major League Baseball Charities, Inc., the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., 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 related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns and/or licensees (each a "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 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 permission to use the name, likeness, image, voice, biographical information or any other identification of the Player for advertising, publicity, instructional or any other purposes in connection with the Program or the business of any of the RBI Entities, in perpetuity, worldwide, and in any and all media now or hereafter known, without compensation to or right of prior review or approval by the Player or his/her parent or guardian. Each of the Player and his/her parent(s) 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.

MISCELLANEOUS. 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. New York shall be the sole jurisdiction for all disputes. 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 (or 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 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 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' 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:
