

PERFECT GAME, INC.

EVENT(S) RELEASE WAIVER OF LIABILITY & INDEMNITY AGREEMENT MEDIA CONSENT AGREEMENT

PLEASE READ CAREFULLY

I UNDERSTAND THAT IN CONSIDERATION AND EXCHANGE FOR, AND AS A CONDITION OF MY PARTICIPATION IN ANY AND ALL PERFECT GAME, INC. (HEREINAFTER, "PERFECT GAME") TOURNAMENT(S), GAME(S) SHOWCASE(S), PRACTICE(S), AND/OR RELATED ACTIVIT(Y)/(IES) (COLLECTIVELY, "EVENT(S)"), I KNOWINGLY AND FREELY RELEASE AND INDEMNIFY PERFECT GAME AND ALL PERFECT GAME OWNERS, EMPLOYEES, VOLUNTEERS, SPONSORS, ADVERTISERS, PARENT ORGANIZATIONS, SUBSIDIARIES, AFFILIATES, DBAS, AGENTS, INSURERS, FACILITY OWNERS OF THE PREMISES USED, PROMOTERS, VENDORS, SERVICE PROVIDERS, AND RELATED INDEPENDENT CONTRACTORS FROM ALL RESPONSIBILITY TO ME, MY ESTATE, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, INSURERS, SUCCESSORS AND ASSIGNS FOR ANYTHING THAT OCCURS DURING THE EVENT(S). IT IS MY INTENTION THAT THIS RELEASE AND INDEMNIFICATION EXTEND TO MY PARTICIPATION IN THE EVENT(S) AND TO MY USE OF ANY AND ALL EVENT(S)-RELATED FACILITIES AND/OR CONNECTED SERVICES, INCLUDING BUT NOT LIMITED TO, MY USE OF THE FACILITIES AND/OR SERVICES DURING THE EVENT(S) AND ANY PRACTICE OR WARM-UP PRIOR TO THE EVENT(S), AS WELL AS MY USE OF THE FACILITIES AND/OR SERVICES FOLLOWING THE EVENT(S).

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE, AND RELEASE FROM LIABILITY, THE ORGANIZER OF THIS EVENT, PERFECT GAME, AND ALL PERFECT GAME OWNERS, EMPLOYEES, VOLUNTEERS, SPONSORS, ADVERTISERS, PARENT ORGANIZATIONS, SUBSIDIARIES, AFFILIATES, DBAS, AGENTS, INSURERS, FACILITY OWNERS OF THE PREMISES USED, PROMOTERS, VENDORS, SERVICE PROVIDERS, AND RELATED INDEPENDENT CONTRACTORS (COLLECTIVELY, "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES, AND IT APPLIES TO ALL GAMES, SHOWCASES, PRACTICES, AND/OR RELATED ACTIVITIES ASSOCIATED WITH THE EVENT(S), REGARDLESS OF WHETHER OR NOT SPECIFICALLY LISTED ABOVE. I HAVE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I UNDERSTAND AND ACKNOWLEDGE THAT BASEBALL AND/OR THE EVENT(S) INVOLVE INHERENT RISKS AND DANGERS - BASEBALL IS AN INHERENTLY DANGEROUS ACTIVITY, AND I FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS/THESE EVENT(S). I ALSO UNDERSTAND THAT BY PARTICIPATING IN THE EVENT(S) AND PRE-/POST-EVENT ACTIVITIES, I AM EXPOSING MYSELF TO THE POSSIBILITY OF SERIOUS INJURY OR EVEN DEATH TO MY PERSON, AS WELL AS DAMAGE TO MY PROPERTY. THESE POSSIBLE INJURIES, DEATH, AND/OR DAMAGES MAY RESULT FROM MY OWN ACTIONS OR INACTIONS, AS WELL AS THE ACTIONS OR INACTIONS OF OTHERS, THE RULES OF PLAY, AND THE CONDITION OF THE FACILITIES AND/OR EQUIPMENT. FURTHER, THERE MAY BE OTHER RISKS NOT KNOWN TO ME AND NOT REASONABLY FORESEEABLE AT THIS TIME. I HAVE CONSIDERED THE NATURE AND EXTENT OF THE RISKS INVOLVED, AND I KNOWINGLY AND VOLUNTARILY ACCEPT THESE STATED RISKS AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I ADDITIONALLY CONSENT TO TREATMENT IN THE EVENT OF AN EMERGENCY OR OTHER INCIDENT IN WHICH, IN THE REASONABLE JUDGMENT OF THE ON-SITE PERSONNEL, I REQUIRE MEDICAL CARE.

I HEREBY FOR MYSELF, MY ESTATE, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, INSURERS, SUCCESSORS AND ASSIGNS, AGREE WITH RELEASEES AS FOLLOWS:

I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES, THEIR OFFICERS, AGENTS, OFFICIALS, EMPLOYEES, SUCCESSORS, AND/OR ASSIGNS FROM ANY AND EVERY CLAIM OR RIGHT OF ACTION OF ANY KIND OR NATURE, INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, WHICH ARISES OUT OF OR RESULTS FROM MY PARTICIPATION IN THIS/THESE EVENT(S). I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS PERFECT GAME FROM ALL SUCH CLAIMS OR RIGHTS OF ACTION, INCLUDING COSTS, MONETARY LOSS OR EXPENSE IN ANY WAY RELATED TO OR ARISING OUT OF THOSE CLAIMS OR RIGHTS OF ACTION, INCLUDING ATTORNEY FEES.

IT IS MY INTENTION THAT THIS WAIVER OF LIABILITY AGREEMENT, AND THE INDEMNITY AND HOLD HARMLESS PROVISION DESCRIBED ABOVE, SHALL COVER ANY CLAIM OR DEMAND FOR INJURY TO OR DEATH OF ANY PERSON, OR ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, OR ANY CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, ANY DAMAGE TO MY REPUTATION, BUSINESS, OR BUSINESS RELATIONSHIPS WHICH MAY ARISE OUT OF ANY ACTS OR OMISSIONS OF PERFECT GAME, ITS OFFICERS, AGENTS, OFFICIALS, EMPLOYEES, SUCCESSORS, AND/OR ASSIGNS, EVEN IF SAID ACT OR OMISSION WOULD BE CONSIDERED NEGLIGENT UNDER APPLICABLE CIRCUMSTANCES.

BY SIGNING THIS WAIVER OF LIABILITY AGREEMENT, I DO NOT RELEASE ANYONE FROM ANY DAMAGE I SUFFER FROM INTENTIONAL ACTS DESIGNED TO HARM EITHER ME OR MY PROPERTY. HOWEVER, I DO KNOWINGLY RELEASE PERFECT GAME FROM LIABILITY THAT MIGHT BE IMPOSED ON THEM BY LAW OR EQUITY FOR SUCH ACTS OF THEIR OFFICERS, AGENTS, OFFICIALS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNS THAT HAVE NOT BEEN DIRECTED, ADOPTED OR RATIFIED BY AN OFFICER OR DIRECTOR OF PERFECT GAME.

I DECLARE THAT I HAVE READ THIS WAIVER OF LIABILITY AGREEMENT AND FULLY UNDERSTAND THAT NO OFFICER, AGENT, OFFICIAL, EMPLOYEE, SUCCESSOR AND/OR ASSIGN OF PERFECT GAME IS AUTHORIZED TO VARY ANY TERM OR PROVISION OF THIS WAIVER OF LIABILITY AGREEMENT. I EXPRESSLY AGREE NOT TO RELY ON ANY SUCH VARIANCE OR REPRESENTATION IF ANY IS MADE. I FURTHER REPRESENT THAT THE PARTICIPANT LISTED ON THE RELATED ENTRY FORM

POSSESSES THE STANDARD OF COMPETENCE NECESSARY AND IS PHYSICALLY FIT TO COMPETE IN THIS/THESE EVENT(S). I FURTHER REPRESENT THAT THE EQUIPMENT TO BE PROVIDED AND UTILIZED BY THE PARTICIPANT IS SUITABLE FOR PARTICIPATION IN THIS/THESE EVENT(S).

I CERTIFY THAT I SHALL COMPLY WITH ALL PERFECT GAME RULES, AND I SPECIFICALLY AGREE THAT PERFECT GAME'S INTERPRETATION OF RULES, DECISIONS ENFORCING RULES, INTERPRETATION OF PENALTIES IN CONNECTION WITH ENFORCEMENT OF RULES, TIMING OF EVENTS AND DECISIONS AS TO WINNERS AND RANKINGS SHALL BE FINAL AND NOT SUBJECT TO PROTEST OF ANY KIND. NO DECISION OF PERFECT GAME WITH RESPECT TO GAME, SHOWCASE, OR PERSONAL PLAYER METRICS RESULTS MAY BE CHALLENGED BY LITIGATION OR OTHERWISE. I UNDERSTAND THAT ANY STATEMENTS MADE BY ME OR ANYONE ACTING ON MY BEHALF THAT CHALLENGE THE INTEGRITY OF PERFECT GAME'S DECISIONS WITH RESPECT TO GAME, SHOWCASE, AND/OR PERSONAL PLAYER METRICS RESULTS WILL CAUSE IRREPARABLE HARM TO PERFECT GAME'S BUSINESS REPUTATION AND SUBJECT ME TO DAMAGES UNDER APPLICABLE LAW. I ALSO CERTIFY THAT I HAVE READ AND WILL COMPLY WITH ALL SUPPLEMENTAL OR AMENDED RULES SPECIFICALLY PUBLISHED FOR THE EVENT(S) IN ANY EVENT BULLETINS AND/OR ON THE PERFECT GAME WEBSITE.

THERE IS ALWAYS THE POSSIBILITY THAT WEATHER CONDITIONS OR OTHER ACTS OF GOD COULD CAUSE PERFECT GAME TO POSTPONE OR CANCEL THE EVENT(S). PERFECT GAME RETAINS THE RIGHT TO DELAY AND/OR CANCEL THE EVENT(S) IN ITS SOLE DISCRETION.

MEDIA RELEASE: I UNDERSTAND THAT THE EVENT(S) MAY BE PHOTOGRAPHED, VIDEOTAPED, OR OTHERWISE RECORDED, AND I AGREE THAT PERFECT GAME MAY USE MY NAME AND LIKENESS (IN ANY FORM WITHOUT REGARD TO DISTORTIONS OF CHARACTER, FORM, OR COLOR, OR ANY OTHER ALTERATION) IN PHOTOGRAPHS, VIDEOTAPES, AUDIOTAPES, AND OTHER MEDIA, WITHOUT ANY ADDITIONAL CONSIDERATION TO ME OR TO ANY THIRD PARTY. I ALSO UNDERSTAND THAT MY SIGNATURE MAY BE REQUIRED UPON CERTAIN MERCHANDISE WITHOUT ANY ADDITIONAL CONSIDERATION TO ME OR TO ANY THIRD PARTY. I HEREBY GRANT TO PERFECT GAME THE ABSOLUTE AND IRREVOCABLE RIGHT AND UNRESTRICTED PERMISSION TO USE MY NAME, LIKENESS, IMAGE, VOICE, AND/OR APPEARANCE AS SUCH MAY BE EMBODIED IN ANY PHOTOS, VIDEO RECORDINGS, AUDIOTAPES, DIGITAL IMAGES, AND THE LIKE, TAKEN OR MADE ON BEHALF OF PERFECT GAME OR ITS AFFILIATES, AT THIS EVENT OR ANY FUTURE EVENTS I PARTICIPATE IN AT PERFECT GAME, WITH ALL ADVERTISING RIGHTS RESERVED BY PERFECT GAME. I AGREE THAT PERFECT GAME HAS COMPLETE OWNERSHIP OF SUCH MATERIAL AND CAN USE SAID MATERIAL FOR ANY PURPOSE, INCLUDING, BUT ARE NOT LIMITED TO, VIDEOS, PUBLICATIONS, ADVERTISEMENTS, NEWS RELEASES, TELEVISION, MOVIES, WEBSITES, AND ANY PROMOTIONAL OR EDUCATIONAL MATERIALS IN ANY MEDIUM. I ACKNOWLEDGE THAT I WILL NOT RECEIVE ANY COMPENSATION FOR THE USE OF SUCH IMAGES, VIDEO, LIKENESS, ETC. I HEREBY RELEASE AND DISCHARGE PERFECT GAME, AND ITS AGENTS, REPRESENTATIVES AND ASSIGNEES FROM ANY AND ALL CLAIMS AND DEMANDS ARISING OUT OF OR IN CONNECTION WITH THE USE OF MY NAME, LIKENESS, IMAGE, VOICE AND/OR APPEARANCE, INCLUDING ANY AND ALL CLAIMS FOR INVASION OF PRIVACY, RIGHT OF PUBLICITY, MISAPPROPRIATION OR MISUSE OF IMAGE, AND/OR DEFAMATION. THIS RELEASE SHALL BE BINDING UPON ME, MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS.

THIS AGREEMENT IS BEING MADE AND ENTERED INTO UNDER THE LAWS OF THE STATE OF IOWA AND SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF SAID STATE. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT OF THE PARTIES (PARTICIPANT AND PHOTOGRAPHER). NO MODIFICATION OF THIS AGREEMENT SHALL BE OF ANY EFFECT UNLESS IT IS MADE IN WRITING AND SIGNED BY ALL OF THE PARTIES TO THE AGREEMENT.

SIGN & PRINT NAME

I CERTIFY THAT:

- I AM OVER THE AGE OF MAJORITY (18 YEARS OF AGE OR OLDER IN MOST STATES), OR
- I HAVE THE CONSENT OF MY PARENT OR GUARDIAN AS INDICATED BELOW.

PARTICIPANT NAME (PRINTED) _____ **DATE OF BIRTH** _____

PARTICIPANT SIGNATURE _____ **DATE SIGNED** _____

ADDRESS _____

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN SHOULD READ AND SIGN BELOW:

I AM THE PARENT OR LEGAL GUARDIAN OF _____ (THE "PARTICIPANT"). ON BEHALF OF THE PARTICIPANT, I HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THE ABOVE 'EVENT(S) RELEASE'. I ALSO, FOR MYSELF AND ON BEHALF OF MY HEIRS, ESTATE, INSURERS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASEES (DEFINED ABOVE), WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION I MAY HAVE FOR DAMAGES FOR PERSONAL OR BODILY INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

PARENT/LEGAL GUARDIAN (PRINTED) _____

PARENT/LEGAL GUARDIAN SIGNATURE _____ **DATE SIGNED** _____

ADDRESS _____