

PERFECT GAME CARES FOUNDATION

EVENT(S) RELEASE WAIVER OF LIABILITY & INDEMNITY AGREEMENT MEDIA CONSENT AGREEMENT (collectively, "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 Cares Foundation (hereinafter, the "Foundation") tournament(s), game(s), camp(s), fundraiser(s), event(s), practice(s) and/or related activit(y)/(ies) (collectively, "Event(s)"), I knowingly and freely release and indemnify the Foundation and all the Foundation directors, officers, 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 Agreement, I am voluntarily assuming risks, and agreeing to hold harmless, indemnify, not to sue, and release from liability, the organizer of the Event(s), the Foundation, and all the Foundation directors, officers, 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 Agreement is a contract with legal and binding consequences, and it applies to all games, camps, fundraisers, 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, ILLNESS, 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 UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE FOUNDATION FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES.

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 the Foundation 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 Agreement, and the indemnity and hold harmless provision described above, shall cover any claim or demand for injury to, illness, 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, illness, 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 the Foundation, 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 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 the Foundation 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 the Foundation.

I declare that I have read this Agreement and fully understand that no officer, agent, official, employee, successor and/or assign of the Foundation is authorized to vary any term or provision of this 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).

There is always the possibility that weather conditions or other acts of God could cause the Foundation to postpone or cancel the Event(s). The Foundation retains the right to delay and/or cancel the Event(s) in its sole discretion.

MEDIA RELEASE: The Foundation desires to use and publicize the name, likeness, and other characteristics of the individual(s) named below for advertising, promotion, and other purposes. In exchange for the intangible value I will gain by participating in the Foundation's Event(s), the receipt and sufficiency of which I hereby acknowledge, I give the Foundation my permission for use and publicity for such purposes. I understand that the Event(s) may be photographed, videotaped, or otherwise recorded, and I agree that the Foundation 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 the Foundation 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 the Foundation or its affiliates, at this Event or any future Events I participate in at the Foundation, with all advertising rights reserved by the Foundation. I agree that the Foundation has complete ownership of such material and can use said material for any purpose, including, but 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 additional compensation for the use of such images, video, likeness, etc. I hereby release and discharge the Foundation, 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 and my heirs, legal representatives, and assigns.

This Agreement embodies the entire agreement of the parties. 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. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that term or provision's invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render that term or provision unenforceable in any other jurisdiction. 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. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Linn County, Iowa and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOUNDATION.