CARDINALS KIDS CLINICS EMERGENCY CONTACT INFO:

PARENT/GUARDIAN NAME: _____

PHONE NUMBER: _____

ALTERNATE PHONE NUMBER: _____

CHILD'S NAME: _____

CLINIC LOCATION AND DATE: _____

MAIL FORMS TO:

St. Louis Cardinals
Attn: Gretchen Brune
700 Clark St.
St. Louis, MO 63102

OR-FAX TO:
314-345-9529

OR-Bring to Check-in at Clinic

CARDINALS KIDS CLINICS MEDICAL WAIVER AND CONSENT

THE FOLLOWING MUST BE READ AND SIGNED BY A PARENT OR GUARDIAN OF THE PARTICIPANT:

As an inducement for and in partial consideration of the agreement by St. Louis Cardinals, LLC, a Missouri limited liability corporation (the "Cardinals"), to allow the child named above (the "Participant") to participate in certain amateur athletic activities in connection with the Cardinals' kids clinics (the "Event") at Busch Stadium or other locations in or around St. Louis, Missouri (the "Facility"), the undersigned parent or guardian of the Participant on his or her own behalf and on behalf of the Participant, hereby agrees as follows:

1. Assumption of Risk. I have considered, and I understand and appreciate, that there is a risk of property damage and/or serious and possibly permanent illness and/or injury, including loss of life, to the Participant as a result of attending and participating in the Event and/or participating in athletic activities and other discretionary activities or games, including, without limitation, and as applicable, live batting practice, fielding, catching, throwing and receiving balls, and/or running, climbing, walking, sliding, dancing, jumping or other athletic actions (the "Activities"); and I KNOWINGLY AND FREELY ASSUME THOSE AND ALL OTHER RISKS, BOTH KNOWN AND UNKNOWN, RELATED TO THE PARTICIPANT'S PARTICIPATION IN THE EVENT AND ACTIVITIES, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF OTHERS.

2. Communicable Diseases. This section is an acknowledgement and express assumption of risk and release of liability in any way related to the Participant being exposed to or contracting COVID-19 (SARS-CoV-2), any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease"), during or in connection with the Participant's participation in the Event, and/or the Activities, and the Participant's presence at the Facility. **COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. I, ON MY BEHALF AND/OR ON BEHALF OF THE PARTICIPANT, AGREE TO (a) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (b) COMPLY WITH ALL RELATED HEALTH AND SAFETY POLICIES OF THE CARDINALS AND THE FACILITY.** By participating in the Event, the Activities and/or being present at the Facility, I acknowledge and expressly assume the risk that the Participant may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that the Participant's interaction with Event staff, guests and any other individuals present at the Facility poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that the Participant will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Event and/or being present at the Facility are risks that cannot be eliminated.

3. Health and Safety Protocols. In connection with the foregoing, I, on my behalf or on behalf of the Participant, acknowledge and agree to comply with (1)

all relevant policies and protocols issued by the Cardinals and/or the Facility, including, without limitation, any policies and protocols regarding security, bags, fan conduct and health and safety, currently available at www.cardinals.com/health-and-safety-policies (collectively, "Health and Safety Policies"), all of which, due to the evolving nature of the COVID-19 pandemic, may continue to be updated from time to time until the time of the Event, and (2) all current guidance of the Centers for Disease Control and Prevention and all applicable laws and policies of federal, state, city and local authorities. Cardinals have the right to deny admission to or eject any person who the Cardinals or such designees determine, in their sole discretion, poses a risk to the health or safety of others and/or whose conduct violates Health and Safety Policies. I assume all risk of the Participant not being admitted to or ejected from the Facility as a result of a violation of Health and Safety Policies.

4. Health Promise. I acknowledge and understand that, if infected with COVID-19 or other Communicable Disease (as defined at the conclusion of this paragraph), I and/or the Participant may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, I agree that the Participant will not attend the Event if within fourteen (14) days preceding the Event, the Participant have: (a) tested positive or presumptively positive for COVID-19 or other Communicable Disease or been identified as a potential carrier of COVID-19 or other Communicable Disease; OR (b) experienced any symptoms commonly associated with COVID-19 or other Communicable Disease; OR (c) been in direct contact with or the immediate vicinity of any person who is confirmed or suspected of being infected with COVID-19 or other Communicable Disease.

5. Assumption of Risk Related to Communicable Disease. I acknowledge and expressly assume all risks that are in any way related to or arising from the Participant's being exposed to or contracting COVID-19 or other Communicable Disease in the Facility. By the Participant's attending the Event and/or participating in the Activities, I acknowledge and confirm, both now and in the future, that I understand and expressly assume the risk that the Participant may be exposed to COVID-19 or other Communicable Disease. I expressly understand that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. I further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, COVID-19, that it cannot be guaranteed that the Participant will not be exposed, and that as such, potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in my decision to allow the Participant to enter the Facility for the Event and/or take part in Activities that cannot be eliminated.

6. Release of Liability and Covenant Not to Sue. I, on my behalf and/or on behalf of the Participant, and any Related Persons (defined below), waive, release, discharge, hold harmless, and covenant not to sue the Released Parties (defined below) with respect to any claim, liability or demand of whatever kind or nature, either in law or in equity, that may arise in connection with, or relate in any way to (a) use of this ticket, (b) presence at the Facility or (c) participation in the Event and/or Activities, including, without limitation, those claims that arise as a result of: (1) in whole or in part, the sole, joint, or comparative negligence, or strict liability, of the Released Parties, and/or, (2) the inherent risks associated with visiting the Facility, including, without limitation (X) all claims for personal injuries, wrongful death or exposure to or contraction of COVID-19 or other Communicable Disease by the Participant, or other individuals exposed to COVID-19 or other Communicable Disease by the Participant; and (Y) all claims in connection with the application of any Health and Safety Policies to the Participant (collectively, "Released Claims"). "MLB Entities" is a defined term for, collectively, all Major League Baseball clubs (the "Clubs"), MLB Advanced Media, L.P., the Office of the Major League Commissioner (BOC), Major League Baseball Properties, Inc., the MLB Network, LLC, and each of their respective parent, subsidiary, affiliated and released entities, any entity which now, or in the future, controls, is controlled by, or is under common control of the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. "Related Persons" is a defined term for my, the Participant, and any of our respective personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make a claim on the Participant's behalf. "Released Parties" is a defined term for, collectively: (a) the Cardinals, (b) the Cardinals' respective past, present and future contractors, sponsors, and vendors, and all of their successors and assigns, (c) all other MLB Entities, (d) Cardinals Ballpark, LLC, and (e) all past, present and future affiliates, successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives and independent contractors of such entities (subsections (a) through (e), collectively). The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained herein are intended to be binding and full waivers of claims and releases of liability, and interpreted to be as broad and inclusive as is permitted by law, including with respect to any controversy, claim or

dispute that may arise related to exposure or contraction of COVID-19 or other Communicable Disease. If any part hereof is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

7. GENERAL WAIVER OF ALL CLAIMS. I, ON MY BEHALF AND/OR ON BEHALF OF THE PARTICIPANT, RECOGNIZE THAT THE PARTICIPANT'S ATTENDANCE AT THE EVENT AND PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND MAY RESULT IN PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE AND AGREES TO STAY ALERT AND REMAIN AWARE OF GAME PLAY AND SURROUNDINGS. BY USING THIS TICKET OR BY ATTENDING, OBSERVING OR PARTICIPATING IN THE EVENT, I ACKNOWLEDGE AND ASSUME ALL RISK AND DANGERS INCIDENTAL TO THE ACTIVITIES OR OTHERWISE TO THE EVENT, WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, INCLUDING THE RISKS OF LOST, STOLEN OR DAMAGED PROPERTY, PERSONAL INJURY OR DEATH. SUCH RISKS BEING ASSUMED BY THE PARTICIPANT SPECIFICALLY INCLUDE THE RISK OF INJURY BEING A SPECTATOR BEFORE, DURING, AND AFTER AN EVENT AND/OR DURING ACTIVITIES BY THROWN BATS, BAT FRAGMENTS, THROWN OR BATTED BALLS, THROWN, DROPPED OR LAUNCHED ITEMS, PROJECTILES OR OTHER HAZARDS OR DISTRACTIONS, ANIMALS, INCIDENTS OR ACCIDENTS OR TRANSMISSION OF DISEASE ASSOCIATED WITH CROWDS OF PEOPLE OR THE NEGLIGENCE OR MISCONDUCT OF OTHER INDIVIDUALS. BY ENTERING THE FACILITY, ATTENDING THE EVENT, AND/OR PARTICIPATING IN THE ACTIVITIES, THE PARTICIPANT IS/ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

8. HOLD HARMLESS: I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL DEMANDS, SUITS, CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), EXPENSES, AND LIABILITY ARISING OUT OF, INCIDENTAL TO OR RELATED IN ANY WAY TO: (I) THE PARTICIPANT'S ATTENDANCE AT, OBSERVATION OF, AND/OR PARTICIPATION IN THE EVENT; (II) THE PARTICIPANT'S ACTS OR OMISSIONS; OR (III) MY/THE PARTICIPANT'S BREACH OF ANY OF THE TERMS, CONDITIONS, OR REPRESENTATIONS MADE IN THE AGREEMENT.

9. Consent to Treatment. Should the Participant suffer any injury or illness in connection with the Event, I authorize the Released Parties to use their discretion as to whether or not the Participant should receive immediate first-aid or transportation to a medical facility for x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care (collectively, "Medical Care"). I, on my behalf or for the Participant, if applicable, hereby consent to such Medical Care and take full responsibility for all costs and expenses associated with such Medical Care administered to me. I release the Released Parties from any and all liability associated with any Medical Care.

10. Contact Information; Likeness. I, on my behalf or for the Participant, also grant full consent and permission to the Released Parties to collect and retain the Participant's name, age, contact information, and relationship to others attending the Event (collectively, "Contact Information") for any purpose whatsoever, including, without limitation, later providing to public health authorities or any group conducting contact tracing in connection with the Event (collectively, "Contact Tracing"). I also grant full consent and permission to the Released Parties to use the Participant's name, likeness and voice, as well as any photographs or recordings of any type of the Participant (collectively, "Likeness") taken or made before, during or after the Event for any purpose whatsoever, including, without limitation, commercial purposes or to provide to a third-party to assist with Contact Tracing. I also understand and agree that I will not be compensated for the Released Parties' use of Contact Information or Likeness, and I release the Released Parties from any and all liability associated with any disclosure of Contact Information or Likeness.

11. Attestation. I attest to the accuracy and agree to each of the following, on my behalf or on behalf of the Participant:

- I HAVE READ THIS RELEASE AND UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY;
- IF PROVIDING PERMISSION FOR A MINOR CHILD, I AM THE PARENT OR GUARDIAN OF THE MINOR, AND I HAVE A LEGAL RIGHT TO SIGN THIS WAIVER, RELEASE AND CONSENT ON BEHALF OF THE MINOR; AND
- THE INFORMATION I AM PROVIDING BELOW IS ACCURATE, CURRENT AND COMPLETE:

Parent/Guardian Signature: _____ Date Signed: _____