

## CONSENT, ASSIGNMENT AND RELEASE

In exchange for the possibility of appearing in a Major League Baseball audio and/or visual production(s) (collectively, "Production"), the receipt of which opportunity shall be sufficient consideration for this Consent, Assignment and Release ("Release"), I do hereby:

- (1) assign to the MLB Entities (as defined below) all worldwide right, title and interest in or to the recording(s) that I am voluntarily submitting to AZPB Limited Partnership (*dba* the "Arizona Diamondbacks") ("Club") showing me, my child(ren) or ward(s) (collectively, "Minor(s)"), and/or any other individuals (together with me and Minor(s), "Featured Individuals") (collectively, the "Recording"), including, but not limited to, all trademarks, copyrights and other intellectual property rights in and to the Recording and the likeness, image, name, words, voice, biographical information and/or other attributes (collectively, "Personal Information") of each of the Featured Individuals featured in the Recording (collectively, "Recording Rights");
- (2) grant the MLB Entities the right to include in the Production, separate and apart from the Recording, Personal Information of each of the Featured Individuals that I am voluntarily submitting to the Club (the "Submitted Information");
- (3) represent that I own all Recording Rights and Submitted Information or have authorization from all rightsholders, and that I have the express permission of all Featured Individuals other than Minor(s) to submit the Recording and Submitted Information to the Club and agree to this Release on their behalf;
- (4) acknowledge that the MLB Entities have the right in perpetuity to depict the Recording and Submitted Information in any Production in any medium currently existing and hereafter developed (including, without limitation, to incorporate the Recording, the Submitted Information and/or any derivative works into broadcasts of Major League Baseball games ("Games"), clips of Games and/or Club marketing and promotional materials distributed via the public address system at Chase Field (or any alternate venue where the Club's Games are held), television, MLB.TV, YouTube and/or Club and Major League Baseball-related websites and social media platforms ("Social Media Platforms"), subject to the applicable Social Media Platform's terms of service and privacy policy), without payment of any compensation to me, the other Featured Individuals, or our respective heirs, legal representatives, successors and assigns;
- (5) acknowledge that I have no right of approval of the use of the Recording or Submitted Information in any Production;
- (6) release in perpetuity the Club and the other Major League Baseball clubs, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, and such entities' respective past, present and future affiliates, owners, general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, contractors, vendors, licensees, sponsors, advertisers, and broadcast partners (each, an "MLB Entity" and, collectively, "MLB Entities") from any claim of right in respect of the Recording or Submitted Information, including, but not limited to, claims of copyright infringement, false endorsement or rights of publicity or privacy (collectively, "Claims") and I will indemnify and defend the MLB Entities from and against any such Claims; and
- (7) represent and warrant that I am 18 years or older and that this Release does not conflict with any existing commitments on my part.

Nothing herein will obligate the MLB Entities to make any use of any of the rights set forth herein. This Release shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. Any dispute, claim or cause of action arising out of this Release shall be settled by mandatory, confidential, final and binding arbitration in Phoenix, Arizona and administered by JAMS in accordance with its then-current commercial arbitration rules. Neither I nor MLB Entities 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.



I have fully read and fully understand the above, and I accept the Release on my own behalf and, if applicable, on behalf of the other Featured Individuals.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Child Name (if applicable)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date