

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS,  
INDEMNITY AGREEMENT, AND PARENTAL CONSENT**

I hereby represent that I am either the parent or legal guardian of \_\_\_\_\_ (the "Minor"). In consideration for permitting the Minor to participate in the Junior Giants Digital Dugouts, Junior Giants at Home and/or Junior Giants League, I as the parent/guardian of the Minor hereby agree as follows:

1. I know the nature of the activities (as defined below) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the activities. I understand that these activities may be related to but not limited to: education, specifically literacy & STEM lessons – including Summer Slugger; character development; health, focused nutrition and physical activity; live baseball and softball skills, drills, games and practices; fun enrichment (such as arts and crafts, and music); mindfulness and mental health; live and interactive Word of the Week Talks with Junior Giants AmeriCorps Associates and Ambassadors ("Americorps"); team-based interaction; and local resources to navigate COVID-19 ("Activities"). I understand that the Minor may engage with the Giants Community Fund ("Giants") and AmeriCorps during remote communications through the coordination of the Junior Giants Digital Dugouts, Junior Giants at Home platform and Junior Giants League. I hereby consent to the Giants and Americorps to engage in remote and in person communications ("Communications") with the Minor in connection with the Activities. I understand that the Communications may involve, without limitation, phone, email, text, other electronic communications, or video meetings (e.g., FaceTime, Skype, Zoom) which will be recorded as well in person communications. I will adhere to the Communications and Activities guidelines from the Giants and instruct the Minor about these guidelines. The responsible party executing this form is cautioned to carefully evaluate the circumstances in which the Minor will find him or herself during these Communications.

If I elect the Junior Giants League option for the Minor, I understand that the Minor may engage with the Giants and Junior Giants League coaches in person as well as via other Communications during Activities. To help reduce the likelihood of injury to myself and/or the Minor and to others participating in the Activities, I understanding that I and/or the Minor are expected to follow the following rules:

- a. Wear proper footwear.
- b. Use and properly wear their mitts/gloves during play.
- c. Catchers are expected to wear a protective mask during play.
- d. Avoid swinging when it might endanger another player.
- e. Follow all posted safety rules as well as those associated with the rules of baseball.

I and/or the Minor agree to follow the preceding safety rules, all posted safety rules, and all rules common to the sport of baseball. Further, I and/or the Minor agree to report any unsafe practices, conditions, or equipment to the coach or umpire (all of the foregoing rules set forth above and herein are hereinafter collectively referred to as the "Rules"). I certify that I and/or the Minor possess a sufficient degree of physical fitness to safely participate in baseball. I acknowledge the Minor is not required to participate in the Junior Giants Digital Dugouts, Junior Giants at Home and/or Junior Giants League. The Minor's participation is voluntary and solely for the Minor's

benefit. I understand that I can withdraw the Minor, or the Minor can withdraw, from participation in Junior Giants Digital Dugouts, Junior Giants at Home Junior Giants League and the Activities at any time. I understand my obligation to withdraw the Minor from the Junior Giants Digital Dugouts, Junior Giants at Home, Junior Giants League and the Activities if the Minor is no longer fit to participate or is injured, etc.

2. I AM AWARE THAT THE MINOR IS PARTICIPATING IN AN ACTIVITY THAT COULD BE POSSIBLY HAZARDOUS OR DANGEROUS (i.e., POTENTIAL INJURIES FROM RUNNING, CATCHING A BALL, BRUISES/SCRAPES, MUSCLE STRAINS, BROKEN BONES, CUTS, CONCUSSIONS, EYE INJURIES (INCLUDING LOSS OF VISION), COOKING FOOD, SICKNESS, FOOD ALLERGY, ETC.). I UNDERSTAND THAT THERE ARE UNPREDICTABLE DANGERS ASSOCIATED WITH THE ACTIVITIES. I AM NOT AWARE OF ANY REASON, MEDICAL OR OTHERWISE, WHY THE MINOR SHOULD NOT PARTICIPATE IN THESE ACTIVITIES. THE MINOR IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE POSSIBLE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PARTICIPATING IN THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, RISKS OF INJURY AND RISKS OF PROPERTY DAMAGE AND I AGREE TO ASSUME THE MINOR'S MEDICAL EXPENSES OF EVERY KIND IN THE EVENT OF INJURY.

3. In consideration for being permitted to participate in Junior Giants Digital Dugouts, Giants at Home and/or Junior Giants League or in consideration of the Minor's participation in the Junior Giants Digital Dugouts, Junior Giants at Home and/or Junior Giants League, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of the any locations/facilities where the Junior Giants League take place ("facilities"), Giants, the San Francisco Baseball Associates LLC or any of their respective partners, members, officers, directors, affiliates, representatives, employees or contractors (all of the foregoing hereinafter referred to as the ("Giants Parties"), MLB Entities or Americorps for any injury or damage resulting from the negligence or other acts, howsoever caused, by any of the facilities", Giants Parties, MLB Entities, or Americorps as a result of my, or the Minor's participation in the Junior Giants Digital Dugouts, Junior Giants at Home, Junior Giants League and Activities. "**MLB Entities**" shall mean MLBAM, the Office of the Commissioner of Baseball ("**BOC**"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("**Clubs**"), Major League Baseball Properties, Inc., [Tickets.com](https://www.ticket.com), LLC, The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities." I hereby release each of the facilities, Giants Parties, MLB Entities, and Americorps from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my, or the Minor's, participation in the Junior Giants Digital Dugouts, Junior Giants at Home, Junior Giants League and Activities.

4. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the facilities, Giants Parties and Americorps named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE FACILITIES, GIANTS PARTIES AND AMERICORPS AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE GIANTS PARTIES NAMED ABOVE,

WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE GIANTS PARTIES OR OTHERWISE.

**5. FOOD ALLERGY DISCLAIMER:** Activities may include a cooking module via Remote Communication for the Minor. Giants Parties and AmeriCorps make every attempt to identify all ingredients in their recipes. In addition, the recipes are labeled with any possible allergen-containing ingredients; however, there is always a risk of contamination. I must make the decision of enrolling the Minor based on this information and the possible health risk. There is also a possibility that manufacturers of the commercial foods recommended could change the formulation at any time, without notice. Individuals concerned with food allergies need to be aware of this risk. I will ensure that the Minor does not use any ingredients that may cause him or her an allergic reaction. Giants Parties and Americorps will not assume any liability for adverse reactions to food consumed, or items one may come in contact with while participating in any cooking class, event, demonstration or any injuries stemming from this activity. I understand that every attempt will be made to eliminate exposure and risk to the Minor, and agree to hold harmless Americorps, instructors and consultants as well as Giants Parties, members, managers, employees, agents, contractors, representatives, sub-licensees, affiliates, subsidiaries, successors, partner facilities, and agents and assumes no liability for adverse reactions for food consumed or items that the Minor may come in contact with while participating in the Activities.

**7. PUBLICITY RELEASE:** I authorize the Giants Parties to photograph, video tape or use any other mechanical means of recording or reproducing images and to use my likeness and, if applicable, the likeness of this registrant. I also acknowledge and hereby grant to the Giants Parties the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, my name, the Minor's name, photograph, or any other likeness and/or biographical information I may provide, and any statement I have made or may make or the Minor makes or may make concerning the Junior Giants Digital Dugouts, Junior Giant at Home, Junior Giants League and/or the Giants Parties or Activities in any and all media now known or hereafter invented, in perpetuity, for the purpose of trade, promotion and/or otherwise without notification, compensation or additional consideration, except where prohibited by law.

**8.** Giants Parties, Junior Giants Digital Dugouts, Junior Giants at Home and Junior Giants League attempt to maintain the highest accuracy of content with its Activities. However, occasional errors or omissions may appear in the content. Giants Parties, Junior Giants Digital Dugouts, Junior Giants at Home and Junior Giants League make no claims, promises, or guarantees about the absolute accuracy, completeness, or adequacy of the contents and Activities and expressly disclaims liability for errors and omissions in the contents of this website. No warranty of any kind, implied, expressed, or statutory, including, but not limited to, the warranties of merchantability or fitness for a particular purpose, and freedom from computer virus, is given with respect to the contents of these Activities or the hyperlinks associated with the Communications and Activities. Construction of the disclaimers noted above and resolution of disputes over the disclaimers are governed by the laws of the State of California.

**9.** I SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF THE MINOR. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. BY SIGNING THIS DOCUMENT, I AM PROVIDING MY PARENTAL CONSENT FOR THE MINOR TO PARTICIPATE IN THE ACTIVITIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF THE

RISKS, AND INDEMNITY AGREEMENT BETWEEN MYSELF AND THE GIANTS  
PARTIES, AND SIGN IT OF MY OWN FREE WILL.

## **INFORMED CONSENT TO PARTICIPATE IN A STUDY OF THE JUNIOR GIANTS**

A research project on the Junior Giants is being conducted by Dr. Brian Greenwood in the Experience Industry Management Department at Cal Poly, San Luis Obispo. The purpose of the study is to determine whether or not your child(ren) is benefitting from participation with the Junior Giants.

You and your child/children are being asked to take part in this study through an online questionnaire (parents/guardians) and in-person survey interviews (children) administered and conducted by one of the Junior Giants Ambassadors who is also serving as a research assistant. Youth participants 8 years of age or older will be asked to complete survey interviews at their Junior Giants league location. For parents/guardians, we are attempting to collect as many completed online questionnaires as possible (for every child in the program). You will receive an email link to an online survey towards the end of your league's respective Junior Giants season. Your participation will take approximately 5 minutes, and the potential interview with your child will take approximately 5 minutes as well.

Please be aware that participation in this study is voluntary. You may discontinue participation at any time, but please be aware that at the completion of the survey, you will have the choice of entering your name to receive two tickets to an upcoming Giants game. While ticket incentives are tied to survey completion for parents, your child may discontinue participation at any time without penalty. Your child/children may also choose not to answer any questions that they would prefer not to answer.

There are no risks anticipated with participation in this study.

Your confidentiality will be protected by separation of the survey answers from the identification provided for tickets. Potential benefits associated with the study include insight on how to improve the Junior Giants program.

If you have concerns regarding the manner in which the study is conducted, you may contact Dr. Michael Black, Chair of the Cal Poly Institutional Review Board, at (805) 756-2894, [mblack@calpoly.edu](mailto:mblack@calpoly.edu), or Ms. Debbie Hart, Compliance Officer, at (805) 756-1508, [dahart@calpoly.edu](mailto:dahart@calpoly.edu).

If you agree to participate and to allow your child/children/dependent to voluntarily participate in this research project as described, please indicate your agreement by completing the registration information that follows. Thank you for your participation in this research. Please print this page for your reference.

## **Major League Baseball Participant Release and Waiver**

### **Section 1. Assumption of Risk.**

On behalf of myself and a child under 18 years old for whom I am his/her parent/guardian (if applicable), I acknowledge that my/my child's participation in any activity related to any Major League Baseball, including Reviving Baseball in Inner Cities, events ("Events") is voluntary and that the opportunity to participate in the Events shall be sufficient consideration for this Participant Release and Waiver ("Release"). I represent that I understand the nature of the activities associated with the Events and that I am/my child is qualified, in good health, and in proper physical condition to participate in the Events. I acknowledge that if I believe Events conditions are unsafe in any way, I will immediately discontinue my/my child's participation in the Events. I fully understand that participation in the Events involves risks of serious bodily injury, illness, or property damage, including permanent disability, paralysis, and death, which may be caused by my/my child's own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place, and the negligence of MLB or any MLB Person (as each is defined below). I understand, accept, and assume all risks and dangers inherent and relating to my/my child's participation in the Events. In connection with any injury I/my child may sustain or any other medical condition I/my child may experience during my/my child's participation in or with the Events, I authorize any emergency first aid, medication, medical treatment or surgery (collectively, "Emergency Medical Services") deemed necessary by the attending medical, first aid or emergency personnel (collectively, the "Medical Staff") if I am not able to act on my own/my child's behalf. I further authorize (x) the Medical Staff to execute on my/my child's behalf any permission forms, consents or other appropriate documents relating to medical attention for me/my child and to act on my/my child's behalf if I am not able or immediately available to do so and (y) the disclosure of any personal information relating to me/my child by MLB or any of its representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents or other appropriate documents relating to medical attention executed by any of the Medical Staff.

### **Section 2. Release and Waiver.**

To the fullest extent permitted by applicable law, I hereby release, forever discharge, and covenant not to sue Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, Major League Baseball Charities, Inc., Major League Baseball Youth Foundation, The MLB Network, LLC, each of the Major League Baseball clubs, Medical Staff, the owners and operators of the venues in which the Events are held ("Venues"), past, present and future affiliated entities associated with the Events, and any entity with jurisdiction over the Venues (collectively, "MLB"), and each of their respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns, rightsholders, sponsors, and/or other licensees (each, an "MLB Person" and, collectively, the "MLB Persons"), and MLB and/or the MLB Persons shall not be responsible for any death, illness, personal injury, property damage, or other loss suffered as a result of my/my child's participation in the Events, including as a result of the negligence of MLB or any MLB Person. The foregoing shall constitute a release and waiver of all liability, claims, demands, losses, or damages of whatever kind or nature, either in law or in equity, on my/my child's account arising from my/my child's participation in the Events.

### **Section 3. Right of Publicity.**

By signing below and/or participating in the Events, I hereby grant MLB and the MLB Persons the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional consideration, and in perpetuity, in any and all media now or hereafter known (including, without limitation, sponsored, pre-recorded and live programming, and advertising and promotion via any and all media, including television, print, online and social media), my/my child's likeness, image, name, words, voice and/or biographical information (collectively, "Likenesses") and any images and/or recordings of me/my child submitted by me/my child in connection with the Events (collectively, and together with Likenesses, "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future events related to baseball, softball and/or the Events, and I agree that such Images may be used by MLB and/or the MLB Persons for all such purposes. In addition, in connection with the use of the Images, I hereby release and waive any action or cause of action that I/my child may assert in connection with the use of the Images including, but not limited to, any claims which I have/my child has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear.

**Section 4. Indemnification.**

I further agree that by signing below, I hereby forever release, discharge and covenant not to sue MLB and/or the MLB Persons, and I will indemnify and defend MLB and the MLB Persons from and against any and all liability arising from my/my child's participation in the Events. I hereby provide the foregoing Release for myself/my child, my/my child's personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my/my child's behalf. I further agree that if, despite this Release, I, or anyone on my behalf, makes a claim against MLB and/or any MLB Person, I will, to the fullest extent permitted by applicable law, indemnify, save, and hold harmless each of such persons and/or entities from any claim, loss, liability, damage, or cost which may incur as a result of such claim, including attorneys' fees incurred by any such persons or entities defending against such claims.

**Section 5. Communicable Disease Assumption of Risk, Release and Waiver.**

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my child being exposed to or contracting COVID-19 (as defined by the World Health Organization) and 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 my/my child's participation in the Events and/or my/my child's presence at the Venues. By participating in the Events and/or being present at the Venues, I acknowledge and expressly assume the risk that I/my child 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 my/my child's interaction with Events staff, participants and any other individuals present at the Venues poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Events and/or being present at the Venues are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my child may subsequently infect others, even if I/my child don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my child will not participate in the Events or be present at the Venues if, within fourteen (14) days preceding the Events, I/my child (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice or a community in the United States that has experienced or is experiencing sustained community spread of Communicable Disease (each, a "Prohibited Location") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Location within fourteen (14) days preceding my/my child's encounter with such person. I further agree that (a) I/my my child have complied with all applicable state, local and/or territorial travel restrictions, including, without limitation, testing requirements, stay-at-home orders, and quarantine requirements upon arrival, and (b) I/my child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my child's participation in the Events and/or presence at the Venues.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE MLB OR MLB PERSONS FOR, AND NEITHER MLB NOR MLB PERSONS SHALL BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY ME/MY CHILD OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY CHILD, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM THE NEGLIGENCE OF MLB OR MLB PERSONS AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE EVENTS AND/OR BEING PRESENT AT THE VENUES DURING A COMMUNICABLE DISEASE PANDEMIC.

I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**Section 6. Governing Law.**

This Release, as well as any dispute between me/my child and MLB and/or the MLB Persons, shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Any dispute, claim or cause of action arising out of this Release, including, but not limited to, my/my child's participation in the Events, shall be settled by mandatory, confidential, final, and binding arbitration. The arbitration shall be held in New York County, New York, and administered by JAMS in accordance with its then-existing commercial arbitration rules (except for any rules authorizing class arbitration). There shall be a single arbitrator to be selected in accordance with those rules. Neither I, MLB nor any MLB Person(s) 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 represent that I am eighteen (18) years of age or older; or if applicable, that I am the parent or legal guardian of the minor(s) or legally incapacitated adult(s) named below; and that I hereby consent to the use of any personal information I provide about myself and/or my child(ren) or ward(s) by MLB and any MLB Person in connection with the Events.

**Section 7. Acknowledgement.**

I represent that I am eighteen (18) years of age or older; or if applicable, that I am the parent or legal guardian of the minor(s) or legally incapacitated adult(s) participating in the Events; and that I hereby consent to the use of any personal information I provide about myself and/or my child(ren) or ward(s) by MLB and any MLB Person in connection with the Events.

I HAVE READ THIS RELEASE AND HAVE VOLUNTARILY SIGNED BELOW, AND I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY MLB OR MLB PERSONS.