

RELEASE AND WAIVER

THIS RELEASE AND WAIVER (this “Release”) is made by the undersigned adult, an individual (“Adult Participant”), individually and, if applicable, on behalf of Adult Participant’s minor children (each a “Minor Participant”), in favor of Pittsburgh Associates, a Pennsylvania limited partnership, and each of its affiliates (the “Pirates”).

WHEREAS, Adult Participant and/or Minor Participant desire to participate in an event (the “Event”), which will take place on or around the premises of PNC Park (the “Facility”);

WHEREAS, Adult Participant acknowledges (individually and on behalf of Minor Participant) that Adult Participant and/or Minor Participant are not obligated to participate in the Event and that Adult Participant and/or Minor Participant have requested to participate in the Event solely because of their enjoyment of, enthusiasm for, and interest in the Event;

WHEREAS, Adult Participant acknowledges (individually and on behalf of Minor Participant) that Adult Participant and/or Minor Participant did not receive any promise or expectation of remuneration from the Pirates to participate in the Event;

WHEREAS, Adult Participant acknowledges (individually and on behalf of Minor Participant) the dangers of, and assumes all risks associated with, participating in the Event at the Facility; and

WHEREAS, the Pirates are willing to allow Adult Participant and/or Minor Participant to participate in the Event subject to the terms and conditions of this Release.

NOW, THEREFORE, in consideration of being permitted to participate in the Event at the Facility, and intending to be legally bound, Adult Participant (individually and on behalf of Minor Participant), for him or herself or themselves and his or her or their heirs and assigns, hereby acknowledges, covenants, and agrees as follows:

1. Adult Participant acknowledges and agrees that Adult Participant and/or Minor Participant has received all of the necessary instructions and rules (the “Event Rules”) related to his or her or their participation in the Event at the Facility and that he or she or they will abide by the Event Rules.
2. Adult Participant acknowledges and agrees that participating in the activities related to the Event can be dangerous and may result in exposure to or contraction of a communicable disease (including COVID-19), serious bodily injury or death. Adult Participant assumes the risk of exposure to communicable disease (including COVID-19) and all injuries, including those not foreseeable at this time, to Adult Participant and/or Minor Participant that may result from, or are in any way related to, participating in the activities related to the Event at the Facility. Adult Participant agrees that his or her or their participation in the Event at the Facility shall be deemed as an acknowledgement that the Facility is safe and suitable for his or her or their participation in the Event.
3. Adult Participant hereby waives, releases, discharges and covenants not to sue (individually and, if applicable, on behalf of Minor Participant) any or all of the Pirates, Pittsburgh Associates, Pittsburgh Baseball Holdings Inc., Pittsburgh

Baseball Partnership, Pittsburgh Pirates Acquisition Inc., the Sports & Exhibition Authority of Pittsburgh and Allegheny County, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, the MLB Entities (as defined below) and each of their respective partners, shareholders, members, officers, directors, employees, agents and sponsors (all of the foregoing collectively, the “Released Parties”) from any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney’s fees) suffered by Adult Participant and/or Minor Participant as a result of, or in any manner related to, directly or indirectly, his or her or their participation in the Event at the Facility. As used in this Release, “MLB Entities” means the Major League Baseball Clubs (“Clubs”), MLB Advanced Media, L.P., the Office of the Commissioner of Baseball (“BOC”), Major League Baseball Properties, Inc., 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.

4. Adult Participant hereby agrees (individually and, if applicable, on behalf of Minor Participant) to indemnify and hold each of the Released Parties harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney’s fees) suffered by a Released Party as a result of, or in any manner related to, directly or indirectly, his or her or their participation in the Event at the Facility.

5. Adult Participant hereby authorizes (individually and, if applicable, on behalf of Minor Participant) the Pirates to use in any manner his or her or their likenesses while participating in the Event at the Facility. Adult Participant hereby disclaims (individually and, if applicable, on behalf of Minor Participant) any right to privacy related to the use of such likenesses. Adult Participant also hereby waives (individually and, if applicable, on behalf of Minor Participant) any and all claims, counterclaims, rights, demands, actions and causes of action, foreseen or unforeseen, actual or potential, arising out of, or in any way related to, use by the Pirates of such likenesses. The foregoing references to his or her or their likenesses include any and all forms or reproductions of his or her or their image, voice or name, including, but not limited to, video, audio or photo, whether recorded or live, printed or broadcast, moving or still.

6. If Adult Participant is executing this Release on behalf of a Minor Participant, Adult Participant represents and warrants that Adult Participant is the parent or legal guardian of Minor Participant and that Adult Participant is authorized to and does enter into this Release on behalf of any and all parents and legal guardians of Minor Participant.

7. Adult Participant represents and warrants that Adult Participant and/or Minor Participant are not employees of any Released Party.

8. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Allegheny County, Pennsylvania.

BY SELECTING YES AND PURCHASING A TICKET, I ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE.