

**Release, Discharge, Waiver, Indemnification and Covenant Not to Sue
By Event Participant ("Release")**

In consideration of the undersigned participant (referred to herein as "**Participant**") being provided the opportunity by the Tampa Bay Rays to participate in the event described on the last page hereof (the "**Event**") at the location described on the last page hereof (the "**Facility**") and any and all related activities offered as a part of the Event (each, a "**Related Activity**", and collectively, the "**Related Activities**"), and as an inducement and condition precedent to the "Released Parties" (hereinafter defined) permitting the Participant to attend and/or participate in the Event and the Related Activities, Participant hereby voluntarily agrees as follows:

RELEASE FROM LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE. Participant hereby releases and discharges Tampa Bay Rays Baseball, Ltd., Rays Baseball Club, LLC, 501SG, LLC, Sunburst Entertainment Group, LLC, Rays Baseball Foundation, Inc., Rowdies Soccer, LLC, and each owner and operator of any venue at which the Event or any Related Activity is conducted, including without limitation the City of St. Petersburg, Florida and the County of Pinellas, Florida, and any other sponsor, promoter or advertiser of the Event or any Related Activity, and each of their respective affiliates, officers, directors, employees, volunteers, partners, owners, and agents (individually, a "**Released Party**", and collectively, the "**Released Parties**"), from, and waives with respect to each and every Released Party, and covenants not to sue any Released Party for, any and all claims, demands, losses, costs, liabilities, damages, and expenses (including, but not limited to, attorneys' fees and costs through all appeals and other proceedings) of any nature whatsoever (individually, a "**Liability**", and collectively, the "**Liabilities**") which may in any way actually or allegedly, in whole or in part, arise from, be connected with or relate to Participant's attendance at and/or participation in the Event or any Related Activity, including, but not be limited to, travel to or from the Event or any Related Activity. The undersigned further agree(s) that if, notwithstanding this Release, the undersigned, or any acting on behalf of the undersigned, asserts any Liability or initiates any legal proceedings against any of the Released Parties, the undersigned will indemnify, protect, defend and save harmless each and every of the Released Parties of, from and against any Liabilities which may in any way actually or allegedly, in whole or in part, arise from, be connected with or relate to Participant's attendance at and/or participation in the Event or any Related Activity, including, but not limited to, travel to or from the Event or any Related Activity. This Release shall be applicable to any and all Liabilities that may be incurred at any time in connection with or as a result of the Participant's attendance at and /or participation in the Event or any Related Activity, regardless of how any such Liability may have been incurred and whether or not such Liability is based on or the result of the alleged or actual fault or negligence of any third party, including without limitation any of the Released Parties or any other participant in the Event.

ASSUMPTION OF RISK. Participant is aware of and understands the inherent risks and dangers of the Event and the Related Activities which may be caused by the Participant participating in the Event and the Related Activities and/or the negligence of the Released Parties, and that there may be other risks either not known to the Participant or not readily foreseeable at this time. Notwithstanding the foregoing and the other provisions of this Release, the Participant fully accepts and assumes all risks of responsibility for personal injury or death to, or damage to or loss of property of, Participant arising from, based upon or relating to participation in the Event and Related Activities. Such assumption of risk includes, but is not limited to, any personal injury or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill of any participant in the Event or Related Activities, or caused in whole or in part by the negligence of any Released Party. Participant understands and agrees that in the event of any injury to Participant at the Event or a Related Activity, Participant authorizes any of the Released Parties at Participant's expense to use his/her discretion in connection with medical treatment, including being transported to a medical facility, and that none of the Released Parties will be responsible for any decisions relating to medical treatment for Participant or such treatment itself.

COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY. 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 (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 the Participant's participation in the Event and the Related Activities and/or the Participant's presence at the Facility. By participating in the Event and the Related Activities and/or being present at the Facility, the Participant acknowledges and expressly assumes the risk that the Participant may be exposed to Communicable Disease. The Participant expressly understands 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. The Participant further acknowledges and understands that the Participant's interaction with Event staff, participants 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 the Related Activities and/or being present at the Facility are risks that cannot be eliminated. If infected with Communicable Disease, the Participant acknowledges and understands that the Participant may subsequently infect others, even if the Participant don't experience or display any symptoms.

In connection with the foregoing, the Participant agree that the Participant will not participate in the Event and the Related Activities or be present at the Facility if, within fourteen (14) days preceding the Event, the Participant (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; and/or (iii) was in direct contact with or in the immediate vicinity of any person who is confirmed or suspected of being infected with Communicable Disease within fourteen (14) days preceding the Participant's encounter with such person. The Participant further agrees that the Participant will submit to any health screening and/or Communicable Disease testing that may be required as a condition of the Participant's participation in the Event and the Related Activities and/or presence at the Facility. and the Related Activities.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTICIPANT HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE THE RELEASED PARTIES FOR, AND THE RELEASED PARTIES SHALL NOT 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 THE PARTICIPANT OR ANY OTHER INDIVIDUAL INFECTED BY THE PARTICIPANT, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE EVENT AND THE RELATED ACTIVITIES AND/OR BEING PRESENT AT THE FACILITY DURING A COMMUNICABLE DISEASE PANDEMIC.

RIGHT OF PUBLICITY. Participant hereby grants permission to record and utilize Participant's videotaped or photographed image, likeness and/or voice as well as Participant's name and any other identification for advertising, publicity, instructional or any other purposes in connection with the Event, the Related Activities or the business of any of the Released Parties, in any medium from time to time without compensation or notice to Participant.

NO OBLIGATION OF RELEASED PARTIES. None of the Released Parties shall have, or be deemed to have, any obligation to Participant hereunder or otherwise in connection with the Event or any Related Activity unless set forth in writing and signed by the Released Party.

REPRESENTATIONS. Participant acknowledges that Participant has (i) had full opportunity to ask any questions regarding the Event and the Related Activities that Participant may have and fully understands the nature of the Event and the Related Activities, (ii) read and understands this Release, (iii) been given an opportunity to review this Release with anyone Participant chooses, including a lawyer, (iv) understand that Participant has given up substantial rights by signing this Release and (v) has full power, right and authority to sign this Release and has freely and voluntarily signed this Release without any inducement or assurance of any nature, for good and valuable considerations inuring to the undersigned's benefit and intends for it to be legally binding. Participant represents that Participant is not subject to any mental, emotional, physical or medical problem, condition or disability that would in any way prohibit, inhibit or limit the Participant's full participation in, or threaten, jeopardize or risk the health of the Participant or any other person in connection with, the Event and the Related Activities.

CONSTRUCTION. This Release is meant to be liberally construed to protect the Released Parties to the fullest extent allowed by law.

GOVERNING LAW. THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE IS GOVERNED AND INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. ANY LEGAL ACTION RELATING TO OR ARISING OUT OF THIS RELEASE SHALL BE COMMENCED EXCLUSIVELY IN STATE COURTS OF PINELLAS COUNTY, FLORIDA, ST. PETERSBURG DIVISION. IF ANY PORTION OF THIS RELEASE IS HELD INVALID, IT IS AGREED THAT THE BALANCE HEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS 18 YEARS OF AGE OR OLDER AS OF THE DATE OF EXECUTION OF THIS RELEASE.

Signature (For Participant Age 18 or Over)

[Signature of Participant (if 18 or over)]

[Printed Name of Participant (if 18 or over)]

Date of Execution: _____, 2023

Event Information

Event Date(s): _____, 2023

Location of Event: _____

Name/Description of Event: 2023 Rays Postseason Tattoo Event