ADULT WAIVER (2022)

LIABILITY RELEASE, WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE

PARTICIPANT: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I acknowledge that my participation in activities Great American Ball Park (the "Activities") may be an extreme test of physical and mental limits that may carry with it inherent risks of physical injury. **Inherent risks** are risks that cannot be eliminated completely regardless of the care and precautions taken by the operator.

I hereby represent and warrant that I am at least eighteen (18) years of age and in good physical and mental health, am not intoxicated and do not suffer from any mental or physical condition or disability which may render my participation in the Activities hazardous to myself or to others or which may impair my ability to participate in the Activities. I acknowledge and agree that none of the Released Parties (as defined below) has any obligation or responsibility to evaluate my physical condition or any limitations associated with my participation in the Activities.

"RELEASED PARTIES" MEANS COLLECTIVELY AND EACH OF THE FOLLOWING: BASEBALL PARK MANAGEMENT COMPANY LLC, THE CINCINNATI REDS LLC, THE CINCINNATI REDS COMMUNITY FUNDS, CINCINNATI BASEBALL MUSEUM, THE COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO, THE MLB ENTITIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, EQUIPMENT SUPPLIERS, AND VOLUNTEERS, AND REPRESENTATIVES OF ANY OF THE FOREGOING.

The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), Major League Baseball Properties, Inc., BAMTech LLC, The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), 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 UNDERSTAND AND AGREE THAT I AM PARTICIPATING IN THE ACTIVITIES AT MY OWN RISK AND I EXPRESSLY ASSUME ALL RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, HOWSOEVER CAUSED OR ARISING, INCLUDING THOSE CAUSED OR ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASED PARTIES, AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY SUCH INJURY, PERMANENT DISABILITY OR DEATH.

IN CONSIDERATION OF MY PARTICIPATION IN THE ACTIVITIES, I HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS RELATING TO OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASE PARTIES.

IN ADDITION, I HEREBY WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES THAT I MAY HAVE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASED PARTIES.

I FURTHER COVENANT AND AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS OR DAMAGES ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS OR DAMAGES ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

I agree that the Cincinnati Reds, the MLB Entities and certain current and future sponsors and licensees of such MLB Entities will have the unrestricted right and license to use my image, likeness, name, voice, comments and/or other proprietary or public rights in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual and/or other recording taken in connection with the Activities or other transmission, distribution, public performance, or reproduction in whole or in part of the Activities, for all purposes, worldwide, in perpetuity, and in any and all media now or hereafter known, without compensation.

ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO MY PARTICIPATION IN THE ACTIVITY, SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN HAMILTON COUNTY, OHIO AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES. NEITHER THE RELEASED PARTIES NOR I 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. 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.

By signing below, I acknowledge that I have carefully read and understand the information stated above.

Participant's Printed Name _____

Participant's Signature _____

Date _____