

LIABILITY RELEASE, WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE (“WAIVER”)

PARENTS/GUARDIANS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR CHILD’S AND YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I acknowledge that my child’s participation in activities at Great American Ball Park (individually and collectively, 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 the parent/legal guardian of _____ *{Insert your child’s name}*. I further represent and warrant that I am at least eighteen (18) years of age. My child is in good physical and mental health and does not suffer from any mental or physical condition or disability which may render his/her participation in the Activity hazardous to his/herself or to others or which may impair his/her ability to participate in the Activity. I acknowledge and agree that none of the Released Parties (defined below) has any obligation or responsibility to evaluate my child’s physical condition or any limitation associated with his/her participation in the Activity.

RELEASED PARTIES MEANS EACH OF THE FOLLOWING: BASEBALL PARK MANAGEMENT COMPANY LLC, THE CINCINNATI REDS LLC, THE CINCINNATI REDS COMMUNITY FUND, CINCINNATI BASEBALL MUSEUM, THE COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO, THE MLB ENTITIES, THE PROCTER & GAMBLE COMPANY, 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 MY CHILD IS PARTICIPATING IN THE ACTIVITIES AT HIS/HER OWN RISK. ON MY BEHALF AND ON BEHALF OF MY CHILD, I EXPRESSLY ASSUME ALL RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) ARISING OUT OF HIS/HER 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 CHILD’S PARTICIPATION IN THE ACTIVITY, 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 CHILD’S PARTICIPATION IN THE ACTIVITY, INCLUDING ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASED PARTIES.

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

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

I agree that the Cincinnati Reds, the Cincinnati Reds Community Fund, 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 and/or my Child 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.

PARTICIPANTS UNDER THE AGE OF 18 (2024)

GOVERNING LAW: This Waiver will be governed by the laws of the State of Ohio, and any legal action relating to or arising out of this Waiver and Permission Form will be commenced exclusively in federal or state court located in Hamilton County, Ohio, AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

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

Participant's Name _____ Age _____

Participant's Signature _____ Date: _____

Section below must be completed by Parent/Guardian for any participant under the age of 18.

Parent or Guardian's Printed Name _____

Parent's or Guardian's Signature _____ Date _____

Address: _____, _____, _____
Street City ST Zip