

**RBI PROGRAM
PLAYER RELEASE & WAIVER**

In consideration of _____ (the "Player") having been provided the opportunity to participate in the
(full name of player)

RBI Program of the Office of the Commissioner of Baseball (the "Program"), the Player and his/her parent or guardian hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE: Each player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and forever discharge the Program, the local RBI league (the "League"), each organizer, promoter, and sponsor of the Program of the League, The American League of Professional Baseball Clubs (the "A.L."), The National League of Professional Baseball Clubs (the "N.L."), the member clubs of the A.L. and the N.L., the Office of the Commissioner of Baseball, Major League Baseball Productions, Baseball Television, Inc., Major League Baseball Charity, Inc., Boys & Girls Clubs of America, each person or entity responsible for transporting the Player to or from Program or League activities, and all of the respective past and present owners (direct and indirect), officers, directors, employees, agents and committees of each of the foregoing (collectively, the "Releasees"), from, and waive in respect of each Releasee and covenant not to sue any Releasee for, any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), actions, causes of action, suits, obligations, judgments and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Player or his/her parent or guardian sustained in connection with the Player's participation in the Program or League. Such release, discharge, waive and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any Releasee in connection with such Releasee's involvement with the Program or League (for example, in connection with such Releasee's training of personnel).

PLAYER ASSUMES RISK. Each of the Player and his/her parent or guardian is aware of and understands the inherent risks and dangers of baseball and softball and the potential for injury that exists when participating in this activity, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property, the Player arising from, based upon or relating to the Player's participation in the Program or League. 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 skill of any player, the improper conduct of any player and the acts or omissions of any referee, coach or supervisor, and any personal injury or death, or damage to or loss of property, caused in whole or in part by the negligence of any Releasee. Each of the Player and his/her parent or guardian understands and agrees that, in the event of any injury to Player, none of the Releasees will be responsible for any decisions relating to medical treatment for Player or for such treatment itself.

RIGHT OF PUBLICITY. Participation in the Program or the League shall constitute permission to use the name, likeness or any other identification of the Player for advertising, publicity, instructional or any other purposes in connection with the Program or the League or the business of any of the Releasees, in any medium, at any time and from time to time, without compensation to or right of prior review or approval by the Player or his/her parent or guardian. Each of the Player and his/her parent(s) or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and discharge each Releasee from, to waive in respect of each Releasee, and not to sue any Releasee for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

MISCELLANEOUS. This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. New York shall be the sole jurisdiction for all disputes. If any portion of this release, discharge, waiver and covenant not to sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

REPRESENTATIONS. Each of the Player and his/her parent or guardian states that he/she has had full opportunity to ask any questions regarding the Program and the League that he/she may have, that he/she has read and understands this release, discharge, waiver, and covenant not to sue (or that the parent or guardian has read and understands this release, discharge, waiver and covenant not to sue, and has explained it to the Player) and that he/she has been given the opportunity to review this release, discharge, waiver, and covenant not to sue with any he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. Each of the Player and his/her parent or guardian further states that the player has been examined by a doctor within the past six months and is in good physical condition, is physically fit to participate in the Program and League and is not subject to any medical condition that poses or may pose risk of harm or disability to others.

Name of Player (Please Print)

Signature of Player

Date

Name of Parent or Guardian (Please Print)

Signature of Parent or Guardian

Date

Name of Witness (Please Print)

Signature of Witness

Date