

LIABILITY RELEASE, WAIVER, INDEMNIFICATION AND COVENANT NOT TO SUE

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 (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, 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.

ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO MY CHILD’S 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. THE RELEASED PARTIES, MY CHILD AND I SHALL NOT 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 Name _____ Age _____

Participant’s Signature _____ Date: _____

PARTICIPANTS UNDER THE AGE OF 18 (2019)

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