



Participant Release of Liability and Assumption of Risk Agreement

** Read Before Signing **

In consideration of being allowed to participate in any way in this program (“**Program**”), the undersigned hereby acknowledges and agrees to the following, for myself, and each of the participant(s) listed below, which shall expressly include any minor child or children on whose behalf the undersigned is executing this Participant Release of Liability and Assumption of Risk Agreement (“**Agreement**”) as a parent or legal guardian (collectively, each a “**Participant**”):

1. That there may be risk of injury from the activities involved in the Program, including the potential for paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,
2. I, on behalf of myself, and any minor Participant, knowingly and freely assume all such risks in the Program, both known and unknown, including those arising from the negligence of the Released Parties; assume full responsibility for participation in the Program; warrant that Participant has no known impairments, disabilities, illnesses, or other conditions that prevent participation in the Program; and willingly agree to comply with any stated and customary rules for participation in the Program; and,
3. I, on behalf of myself, any minor Participant, and/or any of our respective heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Cleveland Indians Baseball Company Limited Partnership (“Cleveland Indians”), its officers, owners, agents, employees, affiliates, partners, parent corporations, subsidiaries, sponsors, advertisers, and if applicable, any owners and/or lessors of premises used to conduct the Program (collectively the “**Released Parties**”), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Released Parties or otherwise, to the fullest extent permitted by law; and,
4. I, on behalf of myself, any minor Participant, and/or any of our respective heirs, assigns, personal representatives and next of kin, hereby grant the Released Parties the irrevocable right and permission to utilize Participant’s voice, image or likeness without limitation and without compensation for all lawful purposes, including but not limited to purposes related to the any advertising, publicity and promotion of the Program; and
5. I further certify that, in the event I am signing this Agreement as a parent or guardian of a Participant or Participants under the age of eighteen (18) at the time of registration, that I am in fact the true lawful parent or legal guardian for each minor Participant listed below, and I, for myself, and on behalf of each Participant, acknowledge, consent and agree to the terms and conditions of this Agreement, including but not limited to the releases of the Released Parties as set forth above, and further agree to defend and indemnify the Released Parties in the event any information contained herein is incorrect or untruthful; and
6. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Ohio.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

PLEASE PRINT:

_____	_____	_____
Participant Name	Participant Age	Participant DOB (MM/DD/YY)
_____	_____	_____
Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)
_____	_____	_____
Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)
_____	_____	_____
Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)

Contact Information of Participant or parent/guardian if Participant is under 18 years of age:

_____	_____		
Last Name	First Name		
_____	_____	_____	_____
Address	City	State	Zip
_____	_____		_____
Email Address	Emergency Phone #		
_____			_____
Participant Signature or Parent Guardian Signature if Participant(s) Under 18 years of Age			Date Signed