



# Participant Release of Liability, Assumption of Risk and Photograph Release 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, Assumption of Risk and Photograph Release 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, LLC ("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 arising from the Program, 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 a perpetual, royalty-free, worldwide, unrestricted, and irrevocable right and license to use, reproduce, modify, publish, translate, distribute, perform or display Participant's photograph, sound recording, image and/or likeness that was photographed, filmed, recorded or otherwise captured during the Program, in any form, media or technology known or hereafter developed for any purpose, including, without limitation, advertising and promotional purposes for the Cleveland Indians; 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. Any dispute, claim, or cause of action arising out of this Agreement or related to the Program, shall be settled by mandatory, confidential, final, and binding arbitration held in Cleveland, Ohio, and administered by the American Arbitration Association in accordance with its commercial arbitration rules. Except as may be required by law, neither party nor the arbitrator may disclose any portion of the arbitration without the prior written consent of both parties. Neither party 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. 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.

**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.**

Participant Name (Please Print)	Participant Age	Participant DOB (MM/DD/YY)
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Participant Signature or Parent Guardian Signature if Participant(s) Under 18 years of Age	Date Signed
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**Please Print Contact Information Of Participant Or Parent/Guardian If Participant Is Under 18 Years Of Age:**

Address	City	State	Zip
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Email Address	Emergency Phone #
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Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)
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Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)
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Additional Minor Participant Name	Participant Age	Participant DOB (MM/DD/YY)
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