

2021 Season Release of Liability

1. I, the undersigned, acknowledge that COVID-19 (as defined by the World Health Organization) is an extremely contagious disease that can lead to severe illness and death, and that an inherent risk of exposure to COVID-19 exists in any place where people are present, including ballparks and baseball training facilities, regardless of precautions that may be taken. I further acknowledge and understand that:
 - a. COVID-19 cases have been confirmed in nearly all of the regions in which baseball games will be played;
 - b. Persons with certain medical conditions (as identified by the Centers for Disease Control and Prevention) may be especially vulnerable to the symptoms of COVID-19;
 - c. Scientific and medical knowledge about COVID-19 is regularly changing and many aspects of COVID-19 remain uncertain; and
 - d. Contracting or being exposed to COVID-19 can result in being subject to isolation or quarantine requirements, serious illness, temporary or permanent disability, other short-term or long-term health effects, and/or death, regardless of age or health condition.
2. I understand that I must, and I agree that I shall, adhere to all health and safety directives as mandated by any Major League Baseball entity (collectively, "MLB") and [*Major League Club*] ("Club") when I am in or around any MLB or Club facilities or around any Major League Players or Club or MLB employees.
3. I recognize that I must exercise all available preventative and safety measures at all times (including, but not limited to, enhanced personal hygiene, social distancing, and mask wearing), including when I am not in or around any MLB or Club facilities because it is possible for me to contract COVID-19 during my personal time. I understand that I will be denied entry to MLB or Club facilities if I exhibit COVID-19 symptoms or receive a positive COVID-19 test result.
4. I acknowledge and confirm, both now and in the future, that by rendering services during the 2021 season:
 - a. I understand and expressly assume the risk that I may be exposed to COVID-19;
 - b. Such risks include contracting COVID-19, and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19;
 - c. Any interaction with the general public (such as working in and around MLB or Club facilities) poses an elevated, inherent risk of being exposed to and contracting COVID-19;
 - d. It cannot be guaranteed that I will not be exposed to COVID-19, and as such, potential exposure to or contraction of COVID-19 are inherent risks that cannot be eliminated;
 - e. If infected with COVID-19, I may infect others with whom I subsequently come in contact, even if I am not experiencing or displaying any symptoms of illness, and that the risk of spreading COVID-19 to others remains at all times;
 - f. My refusal to adhere to any health and safety directives of MLB or the Club may result in the termination of my access to MLB and Club facilities;
 - g. Safety measures ultimately may prove inadequate to prevent or mitigate potential exposure to, contraction or transmission of COVID-19;
 - h. I must comply with and consent to all Club and ballpark/stadium policies (including temperature screens and health questionnaires), all policies of the Centers for Disease Control and Prevention, and all laws and policies of all applicable federal, state and city authorities, in each case respecting COVID-19 which may include, but not be limited to, health screenings, distancing requirements and the wearing of masks in designated areas;
 - i. MLB and the Club (or their designees) have the right to deny admission to or eject any person who MLB or the Club (or such designees) determines, in its sole discretion, poses a risk to the health or safety of others and/or whose conduct violates these terms.

5. I agree that (a) this 2021 Season Release of Liability is intended to be a binding and full waiver of claims and release of liability with respect to any controversy, claim or dispute that may arise out of or during the 2021 season that is related to exposure to or the contraction of COVID-19, (b) I have not assigned any claims or rights that are the subject of or in any way related to the terms of this agreement, and (c) the terms of this agreement will be fully enforceable in every respect, at law or in equity, by the Released Parties (as defined below).

6. SPECIFICALLY, I AGREE THAT, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN, I AND THEY HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE THE RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 FOLLOWING MY USE OF A CREDENTIAL, DURING THE PROVIDING OF MY SERVICES, OR DURING MY PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING ANY VENUE DURING THE COVID-19 PANDEMIC. I FURTHER AGREE THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF COVID-19 BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEM BEING EXPOSED TO COVID-19 BY ME.

The "Released Parties" shall include: (a) the Office of the Commissioner of Baseball ("BOC") and its related entities, Major League Baseball Properties, Inc. ("MLBPI") and its related entities, MLB Advanced Media, L.P. ("MLBAM") and its related entities, each of the Major League Baseball Clubs, and every director, officer, owner, stockholder, trustee, partner, employee, agent, independent contractor and consultant of BOC, MLBPI, MLBAM and the respective related entities and members of each of the foregoing (the "MLB Parties"); (b) the owners and operators of the venues in which the 2021 season will be played (the "Venues"), and event sponsors, contractors, vendors, operators, agencies and advertisers of the MLB Parties and Venues; (c) licensees, and retail, concession, broadcast and media partners of the MLB Parties; (d) press and other media; (e) vendors that may provide testing or medical services; (f) entities and individuals providing accommodation and transportation to or from the Venues; (g) other entities and individuals who enter the Venues; and (h) the respective parent, subsidiary, affiliated and related companies and officers, directors, employees, agents, licensees, contractors, sub-contractors, insurers, representatives, successors, assigns of each of the foregoing entities and persons.

[FOR CALIFORNIA] I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

7. This acknowledgement and express assumption of risk, waiver of claims, and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.

8. In signing this agreement, I hereby acknowledge and represent that I have read this document in its entirety, understand it, and sign it voluntarily.

Signature

Date

Name