



WAIVER AND RELEASE FROM LIABILITY



In consideration of being permitted to enter any Restricted Area (any area to which admission by general public spectators is prohibited) of Frontier Field, the undersigned (PARTICIPANT), acknowledges and agrees, in consideration of being permitted to enter and participate in events in a Restricted Area, that:

PARTICIPANT will inspect and promptly advise officers, employees or other officials of Rochester Community Baseball Inc. of anything that appears to be unsafe in the Restricted Area and, if so, will leave the Restricted Area immediately.

PARTICIPANT WAIVES AND RELEASES the Rochester Red Wings/Rochester Community Baseball Inc., its officers, directors, employees and agents and other participants, officials, and persons in the Restricted Area from all liability to him/her for any and all damages, demands, expenses and any other claims for personal injury or property damage while he/she is in or upon the Restricted Area.

PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR THE RISK OF INJURY OR DAMAGE TO PARTICIPANT(S) PROPERTY while participating in any event while in or upon the Restricted Area. PARTICIPANT certifies that he/she is in good health and has no physical impairment, injury or illness that will make his/her participation dangerous to himself/herself or others. PARTICIPANT acknowledges that any misrepresentation with respect to health, physical impairment or other requirements of eligibility will render performance invalid and will result in forfeiture of any prizes won.

PARTICIPANT acknowledges and agrees that the activities and participation in the activities in the Restricted Area could be dangerous and could involve risk of injury and/or property damage and knowing this he/she agrees to be bound by this Waiver and Release.

THIS WAIVER AND RELEASE FROM LIABILITY IS BINDING UPON PARTICIPANT, his/ her heirs and personal representatives and the heirs and personal representatives of any parent signing below.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE FROM LIABILITY and further agrees that no verbal representations, statements, or inducements have been made other than as may have been stated above.

\_\_\_\_\_  
Date

Participant \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
(PLEASE SIGN AND PRINT NAME)

PARENT CONSENT AND INDEMNITY

THE UNDERSIGNED PARENT(S) HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS THE ABOVE WAIVER AND RELEASE FROM LIABILITY AND CONSENT TO THE ABOVE PARTICIPANT=S PARTICIPATION IN ACTIVITIES IN THE RESTRICTED AREA AND WAIVE AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS the Rochester Red Wings/Rochester Community Baseball Inc., its officers, directors, employees and agents and other participants, officials, and persons in the Restricted Area from all liability to Participant for any and all damages, demands, expenses and any other claims for personal injury or property damage to Participant while Participant is in or upon the Restricted Area.

\_\_\_\_\_  
Date

Name of Participant=s Parent or Guardian ( If Participant is under 18 years of age)  
(PLEASE SIGN AND PRINT NAME)

\_\_\_\_\_  
Date

Name of Participant=s Parent or Guardian ( If Participant is under 18 years of age)  
(PLEASE SIGN AND PRINT NAME)



## 2023 TERMS AND CONDITIONS OF CREDENTIALS FOR PROFESSIONAL DEVELOPMENT LEAGUE EVENTS

THIS CREDENTIAL IS A REVOCABLE LICENSE AND MAY BE REVOKED AT ANY TIME WITHOUT CAUSE.

Each individual or entity signing for or using a credential, including his/her/its employers and employees (each, a "Bearer") for games, exhibitions, workouts, activities and events associated with the Professional Development Leagues ("PDL") (collectively, the "Events") agrees to the terms and conditions available at [www.mlb.com/ptac](http://www.mlb.com/ptac) (the "Agreement"). Key terms of the Agreement are summarized below (the "Key Terms"). In the event of any conflict between the Agreement and the Key Terms, the Agreement controls.

1. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. BEARER AGREES TO (a) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (b) COMPLY WITH ALL RELATED HEALTH & SAFETY POLICIES OF THE APPLICABLE PDL CLUB AND BALLPARK OWNER/OPERATOR. BY USING THE CREDENTIAL, BEARER IS DEEMED TO HAVE GIVEN FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
2. Bearer represents that they are acting on a specific media assignment approved in writing by MLB Professional Development Leagues, LLC ("MLB PDL").
3. Use of photographs, images, videos, audio, livestreams or other accounts or descriptions (including play-by-play data) (whether text, data or visual), in any media, of all or any part of the Events or related events ("Event Information") for non-news coverage or commercial purposes is prohibited, except as otherwise approved in a MLB PDL-authorized written agreement.
4. While Events are in progress, (a) Bearer shall not transmit or display video, audio, pictures, photographs or other non-text accounts or descriptions of Events in any media and (b) other Event Information may not be transmitted more than once every half-inning of play.
5. The MLB Entities (as defined in the Agreement) own all proprietary rights in the Event and Event Information, except for Bearer's rights expressly set forth in the Agreement or another MLB PDL-authorized written agreement.
6. FOR PHOTOGRAPHERS: This credential confers on Bearer a non-exclusive and non-transferrable license to take photographs of Events for use in connection with news coverage of Events by the entity that engaged Bearer.
7. While within the host ballpark ("Ballpark"), Bearer is subject to the policies, procedures, directions and/or supervision of the host PDL club, MLB PDL and/or the ballpark owner/operator or their designated agents, including, without limitation, policies and protocols regarding security, bags and health & safety.
8. Bearer assumes all risks incidental to their services and activities related to the Events and agrees that Released Parties (as defined in the Agreement) shall not be liable for any personal injury (including death), property damage, or other loss suffered in connection with the Events and/or the negligence of Released Parties to the fullest extent permitted by law.
9. AUTOGRAPHS: The use of the credential for the purpose of obtaining autographs is strictly prohibited. Seeking or obtaining autographs from any player, personnel, public figure or other individual within or adjacent to the Ballpark shall subject Bearer to the immediate and permanent revocation of Bearer's credential.

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Name (Print)

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Signature

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Affiliation

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Email address

## Photographer Agreement

This Photographer Agreement ("Agreement") is hereby entered into by and between Rochester Community Baseball, Inc. ("RCB") and \_\_\_\_\_ ("Photographer") in connection with the matters referred to below.

### RECITALS

A. Photographer represents and warrants that Photographer has signed and delivered to Rochester Community Baseball, Inc. the 2023 TERMS AND CONDITIONS OF CREDENTIALS FOR PROFESSIONAL DEVELOPMENT LEAGUE EVENTS (the "License") in which Photographer has been granted credentials by Rochester Community Baseball, Inc. for the 2023 baseball season for a non-exclusive and non-transferrable and revocable license (the License") to take photographs for use in connection with news coverage of Events, as defined in the License, at Innovative Field, Rochester, New York.

B. RCB, the Tenant of Innovative Field, is agreeable to Photographer properly exercising its rights to take photographs at Innovative Field pursuant to the License and while the License is in effect, upon the terms and conditions set forth in this Agreement and Photographer is agreeable to abiding by such terms and conditions.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by RCB and Photographer, RCB and Photographer agree as follows:

### AGREEMENT

1. RCB agrees to permit Photographer to exercise Photographer's rights to take photographs at Innovative Field pursuant to the License for so long as (a) the License is in effect, (b) Photographer is in compliance with (i) the terms and conditions of the License (i) all applicable laws and (iii) the terms and conditions of this Agreement.

2. Photographer agrees that while exercising Photographer's rights to take photographs at Innovative Field pursuant to the License, Photographer shall be in compliance with (i) the terms and conditions of the License (ii) all applicable laws and (iii) the terms and conditions of this Agreement. Regardless of any rights Photographer may have under the License, Photographer acknowledges that RCB does not permit the taking of any livestreams by Photographer at Innovative Field. Photographer agrees that Photographer shall not take any livestreams at Innovative Field.

3. Photographer shall not depict or use any photographs of Innovative Field or RCB's name, insignia, service marks, designs, logos, or symbols, in an obscene, offensive, or unfavorable manner. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

4. Photographer is responsible for Photographer's actions related to the creation of and otherwise related to the photographs and shall hold harmless, release, defend, and indemnify RCB and the County of Monroe, the Landlord of Innovative Field, their shareholders, directors, officers, employees, agents and assigns, against any and all actions, claims, fees, and expenses, which may arise from Photographer's taking or using of any of the photographs, including, without limitation, any

infringement of a United States copyright, license, or any other intellectual property statute, regulation or decision. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

5. At the request of RCB, Photographer will provide RCB with a digital copy of any of the photographs requested by RCB at no cost to RCB. RCB shall have the right to use the digital copy for any lawful purpose.
6. The above Recitals are incorporated into this Agreement as if fully set forth in this Agreement.
7. Except for any provision in this Agreement that survives the termination of this Agreement, this Agreement shall terminate upon the earlier of (a) the revocation of the License, (b) any failure of Photographer to comply with any of Photographer's obligations under this Agreement or (c) the end of the 2023 baseball season at Innovative Field.
8. This Agreement may be amended or modified only by an instrument in writing, which written instrument expressly refers to this Agreement, states the amendment or modification and is signed by the parties hereto. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
9. This Agreement may not be assigned by Photographer without the written consent of RCB.
10. This Agreement may be executed in several counterparts, and by separate parties on separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures delivered by electronic mail, facsimile or other electronic means, or by DocuSign, Adobe Sign or other commonly accepted digital signature platform, shall be valid and binding and shall have the same force and effect as delivery of manually executed signatures.

**Agreed to and accepted:**

PHOTOGRAPHER

Rochester Community Baseball, Inc.

\_\_\_\_\_  
Signature of Photographer

\_\_\_\_\_  
Signature of RCB Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: