



**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

**NOTICE: By signing this Release, Waiver and Indemnification Agreement (the “Agreement”), you waive certain legal rights, including the right to sue.** In consideration for being allowed to participate in and/or observe certain events, clinics, tryouts, tournaments, practices or other activities (the “Activity”) in or around L.P. Frans Stadium located at 2500 Clement Blvd NW, Hickory, NC 28601, the Participant (and his or her guardian, if the Participant is a minor), intending to be legally bound, agrees:

- 1) **TO WAIVE ALL CLAIMS** that Participant has or may have against DBH Hickory, LLC (the “Team”), Diamond Baseball Holdings, Rangers Minor League Baseball HoldCo LLC, the City of Hickory, and each of their respective affiliates, owners, employees, agents, volunteers, participants, and successors-in-interest (collectively, “Released Parties”), arising out of or relating to Participant’s observation of or participation in the Activity and/or the use of related facilities or equipment, expressly including, but not limited to, any claims arising from any **NEGLIGENT** acts, omissions, or conduct of any of the Released Parties.
- 2) **TO ASSUME RESPONSIBILITY FOR ALL RISKS** of participating in or observing the Activity, including those caused by the **NEGLIGENT** acts, omissions, or conduct of any of the Released Parties. The Participant and his or her guardians understand that the risks of participating in the Activity may be both foreseen and unforeseen and include serious physical injury and/or death and other personal and property damages; and
- 3) **TO RELEASE AND INDEMNIFY the Released Parties from all claims, demands, actions, or causes of action, and from any and all liability for any loss, damage, injury, death, or expenses that the Participant may suffer, arising out of his or her observation or participation in the Activity, including those caused by the NEGLIGENT acts, omissions, or conduct of the Released Parties.** Participant further agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles, and that this Agreement and covenant not to sue is given pursuant to the Uniform Contribution Among Tortfeasors Act (North Carolina General Statutes Section 1B et seq.). It is Participant’s intention not only to release any and all claims against the Released Parties, but also to relieve the Released Parties from any liability to make contribution to other tortfeasors on account of any claims.
- 4) **TO FOLLOW THE RULES** of the Activity, and to minimize the risk of injury by exercising common sense and being aware. **If Participant observes any hazard which Participant believes jeopardizes his or her personal safety or that of others, Participant will stop observing or participating in the Activity and will bring the hazard to the Team’s attention.**
- 5) **MISCELLANEOUS.** By entering into this Agreement, Participant is not relying upon any oral or written representations, statements or inducements other than what is set forth in this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. In the event of Participant’s incapacity, this Agreement shall be effective and binding upon Participant’s heirs, next of kin, executors, administrators, assigns, and representatives. Participant hereby permits the placement of Participant’s name and photo (and the name and photo of Participant’s minor child) on the Team’s website and on other promotional materials. Participant waives all potential claims and liabilities against the Released Parties and Major League Baseball Advanced Media, Major League Baseball, Minor League Baseball, and related entities, relating in any way to the collection, use, and disclosure of any personally identifiable information on the internet, including compliance with the FTC’s Children’s Online Privacy Protection Act (“COPPA”) or any other applicable law or regulation.

**PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS AGREEMENT, INCLUDING THE WAIVER, INDEMNITY AND RELEASE OF LIABILITY, AND FULLY UNDERSTANDS THE PROVISIONS AND COVENANTS CONTAINED HEREIN. PARTICIPANT IS AWARE THAT BY SIGNING THIS AGREEMENT, PARTICIPANT MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18: I AM A PARENT OR LEGAL GUARDIAN OF PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER PARTICIPANT, A MINOR, AND I CONSENT TO HIS/HER OBSERVATION OR PARTICIPATION IN THE ACTIVITY. I AGREE TO DEFEND AND INDEMNIFY RELEASED PARTIES FROM ANY ACTION THE MINOR PARTICIPANT BRINGS AGAINST THE RELEASED PARTIES.**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_