



## Release of Liability, Assumption of Risk and Photograph Release Agreement (“Agreement”)

\*\* Read Before Signing \*\*

In consideration of being allowed to attend and/or participate in any way in the following program, event and/or associated activities: \_\_\_\_\_ (“**Program**”), the undersigned, for himself/herself and/or as a parent or legal guardian of any minor child/children participating in the Program (each, a “**Participant**”), and his/her personal representatives, assigns, heirs and next of kin:

1. HEREBY ACKNOWLEDGES AND ASSUMES ALL RISKS AND DANGER INCIDENTAL TO PARTICIPATION IN THE PROGRAM, including any dangers inherent in the Program, both known and unknown, including those arising from the negligence of the Releasees;
2. HEREBY WARRANTS that each Participant has no known impairments, disabilities, illnesses, or other conditions that prevent his/her participation in the Program, and WILLINGLY AGREES to comply with any stated and customary rules for participation in the Program;
3. HEREBY FOREVER RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Cleveland Guardians Baseball Company, LLC (“**Cleveland Guardians**”), its officers, owners, agents, employees, volunteers, affiliates, partners, parent corporations, subsidiaries, vendors, sponsors, advertisers, licensees, and if applicable, any owners and/or lessors of premises used to conduct the Program (collectively the “**Releasees**”), with respect to any and all injury, disability, death, loss or damage to person or property arising from the Program, whether caused by an act, omission or negligence of any of the Releasees, to the fullest extent permitted by law;
4. HEREBY AUTHORIZES RELEASEES, their agents, and/or employees to act in any manner they deem appropriate in the event of a medical emergency involving a Participant, and HEREBY FURTHER RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Releasees for physical injuries or death resulting from such emergency whether caused by an act, omission or negligence of any of the Releasees;
5. HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASEES, to the fullest extent permitted by law, from any loss, liability, damage or cost the RELEASEES incur (including without limitation attorneys’ fees and costs) arising from or in any way connected with any action or failure to act by Participant or the undersigned that results in injury, disability or death to any third party and/or any loss, liability, damage or cost to the property of any third party;
6. HEREBY GRANTS Releasees 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, name, 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 Guardians;
7. HEREBY CERTIFIES that, if undersigned is signing this Agreement as a parent or guardian of a minor Participant, the undersigned is the true lawful parent or legal guardian for each minor Participant listed below; and
8. UNDERSTANDS, ACKNOWLEDGES AND AGREES that this Agreement and the rights and obligations of the parties hereto: (i) shall be governed by and construed in accordance with the laws of the State of Ohio, (ii) 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, (iii) neither party shall join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class, (iv) the arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive damages except as required by statute, and (v) 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.

### COMMUNICABLE DISEASE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This section is an acknowledgement and express assumption of risk and release of liability in any way related to Participant/Participant’s child being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, “**Communicable Disease**”), during or in connection with Participant/Participant’s child’s participation in the Program and/or Participant/Participant’s child’s presence at Progressive Field or wherever the Program is held (the “**Facility**”). By participating in the Program and/or being present at the Facility, Participant acknowledges and expressly assumes the risk that Participant/Participant’s child may be exposed to Communicable Disease. Participant expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. Participant further acknowledges and understands that Participant/Participant’s child’s interaction with Program staff, participants and any other individuals present at the Facility poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that Participant/Participant’s child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Program and/or being present at the Facility are risks that cannot be eliminated. If infected with Communicable Disease, Participant acknowledges and understands that Participant/Participant’s child may subsequently infect others, even if Participant/Participant’s child don’t experience or display any symptoms.

In connection with the foregoing, Participant agrees that Participant/Participant’s child will comply with all the Centers for Disease Control (“**CDC**”) recommendations, and any federal, state and local laws, rules and regulations regarding COVID-19 and/or any other Communicable Disease. Participant further agrees that Participant/Participant’s child will submit to any health screening and/or Communicable Disease testing that may be required as a condition of Participant/Participant’s child’s participation in the Program and/or presence at the Facility.



TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASEES FOR, AND THE RELEASEES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY ME/MY CHILD OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY CHILD, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE RELEASEES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE PROGRAM AND/OR BEING PRESENT AT THE FACILITY DURING A COMMUNICABLE DISEASE PANDEMIC.

**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)

\_\_\_\_\_  
Participant Signature or Parent Guardian Signature if Participant(s) Under 18 years of Age

\_\_\_\_\_  
Date Signed

**Please Print Contact Information Of Participant OR Parent/Guardian If Participant Is Under 18 Years Of Age:**

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Emergency Phone #

\_\_\_\_\_  
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)