



Braves Country Baseball and Softball Association

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Braves Productions, LLC, and Braves Country Youth Association allowing me, the undersigned Participant, to voluntarily participate in Braves Country Baseball and Softball Association practices, games, tournaments, and related activities (collectively, the "Activities"), I, for myself, and on behalf of my spouse, children, Minor(s) (as defined below), heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

RULES AND REGULATIONS: I acknowledge that my participation in the Activities shall be subject to the rules and regulations established for the Activities, and I hereby agree to abide by these rules and regulations.

STATEMENT OF HEALTH: I certify that I am in good health and in proper physical condition to participate in Activities, and do not have any mental or physical conditions or impairments which would preclude my safe participation in such activities.

ACKNOWLEDGEMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with participation in the Activities, including baseball and softball, involve risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases, virus or bacteria), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal or real property; the possibility of being hit by bats or balls; contact with other participants; facilities or premises issues, including hazards resulting in slips, trips, and falls; accidents involving other participants or the general public; situations beyond the immediate control of the Released Parties (as defined below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses incurred as a result of my participation.

WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in the Activities, I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend, and hold harmless the following parties: Atlanta National League Baseball Club, LLC, Braves Productions, LLC, Major League Baseball, Braves Country Youth Association, The Vandergriff Youth Foundation, facility owners & operators, parks & recreation departments, districts, and each of their respective parent, subsidiary and affiliated companies, and all of their respective owners, officers, directors, managers, contractors, agents, employees, coaches, officials, volunteers, sponsors, successors and assigns (collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es) or expense(s) (including court costs and reasonable attorneys' fees) of any kind or nature ("Liability"), which may arise out of, result from, or relate in any way to my participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. If, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities, which any may be incurred as the result of such claim.

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PHOTOGRAPHY RELEASE: I hereby grant the Released Parties and/or their sponsors the perpetual, worldwide right to make both visual and/or audio recordings and still images of me and/or the Minor and to use my and the Minor's name, image, voice, likeness, and biographical information in connection with the Activities in any of games, programming, promotional/marketing materials, community affairs initiatives, and/or other media (collectively, the "Media") and for the purpose of advertising, marketing and/or promoting the Released Parties and/or their sponsors. I agree that the rights granted hereunder shall include the perpetual, worldwide right of the Released Parties and/or their sponsors to edit, telecast, cablecast, rerun, record, publish, reproduce, use, license, print, distribute, or otherwise exploit my and the Minor's name, image, voice, likeness, and biographical information in any manner and in any medium or forum whether now known or hereafter devised, in whole or in part, without any further compensation to me.

COVID: This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my minor child ("Minor") 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 my/my Minor's participation in the Activities and/or my/my Minor's presence at any of the facilities where Activities take place (the "Facilities"). By participating in the Activities and/or being present at the Facilities, I acknowledge and expressly assume the risk that I/my Minor may be exposed to Communicable Disease. I 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. I further acknowledge and understand that my/my Minor's interaction with Activities staff, participants, and any other individuals present at the Facilities poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my Minor will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Activities and/or being present at the Facilities are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my Minor may subsequently infect others, even if I/my Minor do not experience or display any symptoms. In connection with the foregoing, I agree that I/my Minor will not participate in the Activities or be present at the Facilities if, within ten (10) days preceding the Activities, I/my Minor (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 Do Not Travel Advisory or a CDC Level 3 Travel Health Notice (each, a "Prohibited Country") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Country within ten (10) days preceding my/my Minor's encounter with such person. I further agree that I/my Minor will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my Minor's participation in the Activities and/or presence at the Facilities.

CALIFORNIA RESIDENTS: I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF 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.

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COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Participant Consent

By signing below, I warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, Minors, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of this Agreement.

NAME OF PARTICIPANT (PRINT): _____ AGE: _____ DATE OF BIRTH: ____/____/____

X _____

____/____/____

Signature of Participant

Date Signed

Parental Consent (required if the Participant is less than eighteen (18) years of age):

As the Parent or Legal Guardian of the Minor shown above, I hereby accept and agree to the terms and conditions of this Agreement.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): _____ AGE: _____ DATE OF BIRTH: ____/____/____

X _____

____/____/____

Signature of Parent/Legal Guardian

Date Signed