

## **Atlanta Braves and Major League Baseball Participant Release and Waiver**

### **Section 1. Assumption of Risk.**

On behalf of myself and a child under 18 years old for whom I am his/her parent/guardian (if applicable), I acknowledge that my/my child's participation in any activity related to any Major League Baseball/Atlanta Braves events, including \_\_\_\_\_ and other promotional activities and the use of facilities and equipment in connection therewith ("Events") is voluntary and that the opportunity to participate in the Events shall be sufficient consideration for this Participant Release and Waiver ("Release"). I represent that I understand the nature of the activities associated with the Events and that I am/my child is qualified, in good health, and in proper physical condition to participate in the Events. I acknowledge that if I believe Events conditions are unsafe in any way, I will immediately discontinue my/my child's participation in the Events. I fully understand that participation in the Events involves risks of serious bodily injury, illness, or property damage, including permanent disability, paralysis, and death, which may be caused by my/my child's own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place, and the negligence of MLB or any MLB Person (as each is defined below). I understand, accept, and assume all risks and dangers inherent and relating to my/my child's participation in the Events. In connection with any injury I/my child may sustain or any other medical condition I/my child may experience during my/my child's participation in or with the Events, I authorize any emergency first aid, medication, medical treatment or surgery (collectively, "Emergency Medical Services") deemed necessary by the attending medical, first aid or emergency personnel (collectively, the "Medical Staff") if I am not able to act on my own/my child's behalf. I further authorize (x) the Medical Staff to execute on my/my child's behalf any permission forms, consents or other appropriate documents relating to medical attention for me/my child and to act on my/my child's behalf if I am not able or immediately available to do so and (y) the disclosure of any personal information relating to me/my child by MLB or any of its representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents or other appropriate documents relating to medical attention executed by any of the Medical Staff.

### **Section 2. Release and Waiver.**

To the fullest extent permitted by applicable law, I hereby release, forever discharge, and covenant not to sue Braves Stadium Company, LLC, Atlanta National League Baseball Club, LLC ("ANLBC"), Atlanta Braves Foundation, Inc., Braves Productions, LLC, Braves Development Company, LLC ("BDC"), BDC Retail I, LLC, The Battery Atlanta Association, Inc., BRED Co., LLC, Braves Entertainment Company, LLC, BDC Parking I, LLC, BDC Office I, LLC, Georgia Ballpark Hotel Company, LLC, Braves Holdings, LLC, and each of their respective parent, subsidiary and affiliated companies, and all of their respective directors, officers, shareholders, employees, agents, independent contractors (including, but not limited to, concessionaires and parking operators), sponsors, successors and assigns (collectively, the "Braves Parties"), Cobb-Marietta Coliseum & Exhibit Hall Authority and Cobb County, Georgia (collectively, the "County Parties"), and, as to the County Parties, their elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, agents, attorneys and volunteers, Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, Major League Baseball Charities, Inc., Major League Baseball Youth Foundation, The MLB Network, LLC, each of the Major League Baseball clubs, Medical Staff, the owners and operators of the venues in which the Events are held ("Venues"), past, present and future affiliated entities associated with the Events, and any entity with jurisdiction over the Venues (collectively, "MLB"), and each of their respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns, rightsholders, sponsors, and/or other licensees (each, an "MLB Person" and, collectively, the "MLB Persons"), and Braves Parties, County Parties, MLB and/or the MLB Persons shall not be responsible for any death, illness, personal injury, property damage, or other loss suffered as a result of my/my child's participation in the Events, including as a result of the negligence of Braves Parties, County Parties, MLB or any MLB Person. The foregoing shall constitute a release and waiver of all liability, claims, demands, losses, or damages of whatever kind or nature, either in law or in equity, on my/my child's account arising from my/my child's participation in the Events.

### **Section 3. Right of Publicity.**

By indicating my acceptance below and/or participating in the Events, I hereby grant Braves Parties, MLB and the MLB Persons the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional consideration, and in perpetuity, in any and all media now or hereafter known (including, without limitation, sponsored, pre-recorded and live programming, and advertising and promotion via any and all media, including television, print, online and social media), my/my child's likeness, image, name, words, voice and/or biographical information (collectively, "Likenesses") and any images and/or recordings of me/my child submitted by me/my child in connection with the Events (collectively, and together with Likenesses, "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future events related to baseball, softball and/or the Events, including but not limited to ANLBC games, ANLBC-related programming, promotional/marketing materials,

community affairs initiatives, and and/or other media, and I agree that such Images may be used by Braves Parties, MLB and/or the MLB Persons for all such purposes. In addition, in connection with the use of the Images, I hereby release and waive any action or cause of action that I/my child may assert in connection with the use of the Images including, but not limited to, any claims which I have/my child has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear.

**Section 4. Indemnification.**

I further agree that by indicating my acceptance below, I hereby forever release, discharge and covenant not to sue Braves Parties, County Parties, MLB and/or the MLB Persons, and I will indemnify and defend Braves Parties, County Parties, MLB and the MLB Persons from and against any and all liability arising from my/my child's participation in the Events. I hereby provide the foregoing Release for myself/my child, my/my child's personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my/my child's behalf. I further agree that if, despite this Release, I, or anyone on my behalf, makes a claim against Braves Parties, County Parties, MLB and/or any MLB Person, I will, to the fullest extent permitted by applicable law, indemnify, save, and hold harmless each of such persons and/or entities from any claim, loss, liability, damage, or cost which may incur as a result of such claim, including attorneys' fees incurred by any such persons or entities defending against such claims.

**Section 5. Communicable Disease Assumption of Risk, Release and Waiver.**

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my 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 airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease"), during or in connection with my/my child's participation in the Events and/or my/my child's presence at the Venues. By participating in the Events and/or being present at the Venues, I acknowledge and expressly assume the risk that I/my child 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 child's interaction with Events staff, participants and any other individuals present at the Venues poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my child will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in the Events and/or being present at the Venues are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my child may subsequently infect others, even if I/my child don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my child will not participate in the Events or be present at the Venues if, within ten (10) days preceding the Events, I/my child (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; and/or (iii) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease. I further agree that (a) I/my child have complied with all applicable state, local and/or territorial travel restrictions, including, without limitation, testing requirements, stay-at-home orders, and quarantine requirements upon arrival, and (b) I/my child will submit to any health screening, vaccination requirements and/or Communicable Disease testing that may be required as a condition of my/my child's participation in the Events and/or presence at the Venues.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE BRAVES PARTIES, COUNTY PARTIES, MLB OR MLB PERSONS FOR, AND THE BRAVES PARTIES, COUNTY PARTIES, MLB AND MLB PERSONS 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 BRAVES PARTIES, COUNTY PARTIES, MLB OR MLB PERSONS AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE EVENTS AND/OR BEING PRESENT AT THE VENUES DURING A COMMUNICABLE DISEASE PANDEMIC.

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.”

**Section 6. Governing Law.**

This Release, as well as any dispute between me/my child and Braves Parties, County Parties, MLB and/or the MLB Persons, shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Any dispute, claim or cause of action against MLB or any MLB Person arising out of this Release, including, but not limited to, my/my child’s participation in the Events, shall be settled by mandatory, confidential, final, and binding arbitration. The arbitration shall be held in New York City, New York, and administered by JAMS in accordance with its then-existing commercial arbitration rules (except for any rules authorizing class arbitration). There shall be a single arbitrator to be selected in accordance with those rules. Neither I, MLB nor any MLB Person(s) shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. 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 or other monetary damages not measured by the prevailing party’s actual damages, except as may be required by statute. 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. Any claim, dispute, or cause of action against any Braves Parties or Counties arising out of this Release, including but not limited to, my/my child’s participation in the Events, shall be brought in a court of competent jurisdiction in the State of Georgia.

**Section 7. Acknowledgement.**

I represent that I am eighteen (18) years of age or older; and if applicable, that I am the parent or legal guardian of the minor(s) participating in the Events; and that I hereby consent to the use of any personal information I provide about myself and/or my child(ren) or ward(s) by Braves Parties, MLB and any MLB Person in connection with the Events.

I HAVE READ THIS RELEASE AND HAVE VOLUNTARILY PROVIDED THE ELECTRONIC EQUIVALENT OF MY SIGNATURE BY CLICKING “ACCEPT” BELOW, AND I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY MLB OR MLB PERSONS.

\*I accept the Release set forth above on behalf of myself and any child under 18 years old for whom I am his/her parent/guardian.

\_\_\_\_\_  
SIGNATURE  
(Parent or Guardian Signature if under 18)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME OF MINOR (if applicable)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
E-MAIL