

## WAIVER AND RELEASE

### ALL PARTICIPANTS MUST EXECUTE THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE

#### Name and Likeness Release

*initials* In consideration for me being permitted to participate in a Workout for the New York Yankees for Area Code/East Coast Pro, (the "Work Out") on Sunday, June 10, 2018 (Marywood University, Scranton, PA) Monday, June 11, 2018 (Diamond Nation, Flemington, NJ) Tuesday, June 12, 2018 (New England Baseball Complex, Northborough, MA) June 13, 2018 (LeLacheur Park, Lowell, MA) I hereby grant permission to the New York Yankees Partnership, its affiliated or subsidiary companies, their successors and assigns (the "Yankees") to utilize my name, voice and likeness (including but not limited to a videotape of my appearance at the Work Out) in any and all manner and media throughout the universe in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness have been captured in connection with the Work Out to the Yankees, along with full rights of assignability.

#### Physical Condition

*initials* I am physically fit to participate in the Work Out and have not been advised otherwise by a medical practitioner.

#### Equipment and Facilities Inspection

*initials* I agree that before I participate in the Work Out, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the Work Out of any unsafe condition that I observe. I will refuse to participate in the Work Out until all unsafe conditions observed by me have been remedied.

#### Assumption of Risk

*initials* I understand that I, and each participant in the Work Out, will be engaging in activities that may involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in the Work Out) and from the rules of play, the challenges of the Work Out and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Yankees and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. I assume all of the foregoing risks including the risk of any negligence by other participants or by the Yankees and its owners, partners, directors, officers, employees or agents, and the risk of injury caused by the condition of any property, facilities or equipment used during the Work Out, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Work Out or my participation therein or attendance thereat.

#### Liability Release and Indemnity Agreement

*initials* I hereby release and forever discharge and agree to save and hold harmless the Yankees, the City of New York and each of their respective parents and affiliated and subsidiary companies, officials, owners, partners, directors, officers, employees and agents, and the other participants in the Work Out (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, claims, liabilities or expenses of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party and that arise out of or in connection with the Work Out or my participation therein or attendance thereat.

#### Medical Treatment

*initials* In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Work Out, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

#### Severability of Provisions

*initials* I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

Signature: \_\_\_\_\_

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

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

State of \_\_\_\_\_ )

) ss.:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ before me personally came \_\_\_\_\_, who being by me duly sworn, deposed and said that he is authorized to execute the foregoing Waiver and Release; and that he duly executed same.

\_\_\_\_\_

Notary Public

**IF THE PERSON EXECUTING THE FOREGOING RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED:**

I represent that I am a parent or guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound thereby.

Signature: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Address: \_\_\_\_\_

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

State of \_\_\_\_\_ )

) ss.:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, who being by me duly sworn, deposed and said that he/she is: (i) authorized to execute the foregoing Waiver and Release; or (ii) the parent and/or guardian of \_\_\_\_\_; and that he/she duly executed same.

\_\_\_\_\_

Notary Public