

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 try out for the New York Yankees Area Code Team (the "Try Out") on June 9, 2012 at Bentley University in Waltham, MA; June 10, 2012 at Richmond County Ballpark in Staten Island, NY; or June 11, 2012 at Coca Cola Park in Allentown, PA. 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 Try 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 Try Out to the Yankees, along with full rights of assignability.

Physical Condition

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

Equipment and Facilities Inspection

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

Assumption of Risk

initials I understand that I, and each participant in the Try 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 Try Out) and from the rules of play, the challenges of the Try 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 Try 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 Try 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 Try 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 Try 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 Try 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.

East Coast Professional Baseball Showcase – Insurance Form

TEAM PARTICIPANT IS PLAYING FOR: _____

PLAYER'S NAME (PRINT) _____

PLAYER'S INSURANCE COMPANY _____

POLICY HOLDER _____

POLICY NUMBER _____

ADDRESS OF INSURANCE COMPANY _____

EMERGENCY PHONE (____) _____

WILL YOUR PARENTS OR GUARDIAN BE IN ATTENDANCE FOR THE EVENT?

In consideration of being allowed the use of the Alliance Bank Stadium facilities during participation in the East Coast Professional Baseball Showcase I, _____, the undersigned, acknowledge, appreciate and agree that I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, FROM THE USE OF The Alliance Bank Stadium facilities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and ASSUME FULL RESPONSIBILITY FOR MY USE AND ACTIONS ON OR ABOUT THE PREMISES and will allow for appropriate medical treatment if necessary

The undersigned HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE WASHINGTON NATIONALS, INC., SYRACUSE CHIEFS, INC., THE CITY OF SYRACUSE, THE STADIUM, OFFICES, OTHER FACILITIES IN ALLIANCE BANK STADIUM their officers, officials, agents and/or employees ("The Releasees"), and the E.C.P.S personnel and it's staff, officers, agents, employees, representative, successors and assign WITH RESPECT TO ANY AND ALL INJURY, INCLUDING DEATH, OR LOSS OF DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

PLAYER'S SIGNATURE

DATE

PARENT'S SIGNATURE

DATE

DOCTOR'S PERMISSION: THIS WILL CERTIFY THAT THE PLAYER IS PHYSICALLY QUALIFIED TO ATTEND THE EASTERN UNITED STATES BASEBALL SHOWCASE. (A RECENT HIGH SCHOOL PHYSICAL WITH PHYSICIAN'S SIGNATURE IS ALSO ACCEPTABLE).

PHYSICIAN'S SIGNATURE

DATE

**East Coast Professional Baseball Showcase
Insurance Information**

PLAYER'S NAME (PRINT) _____

PLAYER'S INSURANCE COMPANY _____

POLICY HOLDER _____

POLICY NUMBER _____

ADDRESS OF INSURANCE COMPANY _____

EMERGENCY PHONE () _____

WILL YOUR PARENTS OR GUARDIAN BE IN ATTENDANCE FOR THE EVENT?

In consideration of being allowed the use of Tiger Town facilities during participation in the East Coast Professional Baseball Showcase I, _____, the undersigned, acknowledge, appreciate and agree that I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, FROM THE USE OF The Tiger Town facilities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and ASSUME FULL RESPONSIBILITY FOR MY USE AND ACTIONS ON OR ABOUT THE PREMISES and will allow for appropriate medical treatment if necessary

The undersigned HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE DETROIT TIGERS, INC., LAKELAND TIGERS, INC., THE CITY OF LAKELAND, THE STADIUM, OFFICES, OTHER FACILITIES IN TIGER TOWN their officers, officials, agents and/or employees ("The Releasees"), and the E.C.P.S personel and it's staff, officers, agents, employees, representative, successors and assign WITH RESPECT TO ANY AND ALL INJURY, INCLUDING DEATH, OR LOSS OF DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

PLAYER'S SIGNATURE

DATE

PARENT'S SIGNATURE

DATE

DOCTOR'S PERMISSION: THIS WILL CERTIFY THAT THE PLAYER IS PHYSICALLY QUALIFIED TO ATTEND THE EASTERN UNITED STATES BASEBALL SHOWCASE. (A RECENT HIGH SCHOOL PHSICAL WITH PHYSICIAN'S SIGNATURE IS ALSO ACCEPTABLE).

PHYSICIAN'S SIGNATURE

DATE