

## WAIVER AND RELEASE

ALL PARTICIPANTS MUST INITIAL EACH SECTION BELOW AND EXECUTE THIS WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE PRIOR TO PARTICIPATING IN THE EVENT

### Name and Likeness Release

*Initials* In consideration for me being permitted to participate in The Inside Experience Spring Training 2023, including any transportation provided therein (the "Event"), at the New York Yankees Spring Training Facility, which is comprised of George M. Steinbrenner Field and the Himes Player Development Complex, as well as any other location the Yankees may determine (the "Facility"), I hereby grant permission to the New York Yankees Partnership, its parents and affiliated and subsidiary companies, their successors and assigns (the "Yankees") to utilize my name, voice and likeness (including, but not limited to, for promotional or commercial purposes) in any and all manner and media now known or hereafter developed, 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 Waiver and Release and the rights conveyed thereby will not infringe upon the rights of any third party. I hereby assign all right, title and interest I may have in any and all media (including, but not limited to, promotional and commercial purposes) now known or hereafter developed in which any or all of my appearance, name, voice and/or likeness have been captured in connection with the above Event to the Yankees, along with full rights of assignability.

### Physical Condition

*Initials* I: (i) have no psychiatric, medical and/or physical condition and/or history which would prevent me from participating in the Event and/or endanger myself or others at the Event; (ii) have not been instructed by any physician to refrain from participating in the Event and (iii) am physically fit and able to participate in the Event.

### Equipment and Facilities Inspection

*Initials* I agree that before I participate in the Event, I will inspect the Facility and all equipment to be used in the Event. I will immediately advise the Yankees' employee(s) supervising the Event of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions observed by me have been remedied. I understand and agree that I must at all times abide by Facility policies and Event rules and the instructions of Yankees' employees, and that my failure to do so will result in my immediate dismissal from the Event and/or ejection from the Facility.

### Assumption of Risk

*Initials* I understand that I, and each participant in the Event, will be engaging in activities that may involve the risk of serious personal injury, illness or disease (including but not limited to COVID-19), 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, and the organizers and volunteers of the Event) and the condition of the Facility or any other property, facilities or equipment used during the Event. I also understand that there may be risks involved which are not known to me or to the Yankees, organizers and volunteers (if any), and may not be foreseen or reasonably foreseeable by any of the foregoing entities or persons at this time or at the time of the Event and any activities in which I may participate. I assume all of the foregoing risks including the risk of any negligence by other participants or by any of the Yankees, organizers or volunteers of the Event and each of their respective 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 Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness or disease (including but not limited to COVID-19), 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

Event or my participation in or attendance at the Event. Furthermore, I agree that no general or limited partner, shareholder, director, officer, member, beneficiary, trustee, manager, other controlling person, investor, employee, attorney, agent or independent contractor of the Yankees (each an "Exculpated Person") shall be personally liable for any obligation or liability of such party in connection with the Event, and all obligations and liabilities of such party in connection with the Event are enforceable solely against such party and such party's assets, and not against any Exculpated Person or the assets of any Exculpated Person.

### Liability Release and Indemnity Agreement

*Initials* I hereby release and forever discharge and agree to save and hold harmless the Yankees, the Office of the Commissioner and all other Major League Baseball-related entities (collectively, the "MLB Entities"), the Facility and the owner and/or operator thereof and any local or state governmental body associated with the Facility including the City of Tampa, Hillsborough County, Hillsborough County Aviation Authority, Hillsborough Community College, and the Tampa Sports Authority, FSL Bomber Baseball, LLC, and each of their respective parents and affiliated and subsidiary companies, volunteers associated or affiliated with the Event, the respective organizers of the Event and each of their respective officials, owners, partners, directors, officers, employees and agents, and the other participants in the Event (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 or disease (including but not limited to COVID-19), 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 or failure to act by any Released Party or condition of the Facility or any other property, facilities or equipment of any Released Party and that arise out of or in connection with the Event or my participation therein or attendance thereat. I acknowledge that, in the event of any breach by the Yankees or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief, and I will be strictly limited to the right, if any, to recover damages in an action at law. I will have neither the right to rescind or terminate this Waiver and Release or any of the Yankees' rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of my name, voice and likeness or any subsidiary or allied rights with respect thereto.

### 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 Event, 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. This Waiver and Release will inure to the benefit of and will be binding upon both my and the Yankees' respective affiliates, successors, licensees, assigns, heirs and representatives. The validity, construction and enforceability of this Waiver and Release shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Florida without regard to conflict of law rules applied in such state.

Signature: \_\_\_\_\_  
Age of Participant: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

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