

RIPKEN BASEBALL

PARTICIPATION WAIVER & GENERAL RELEASE OF LIABILITY

THIS IS A LEGAL DOCUMENT – PLEASE READ CAREFULLY BEFORE SIGNING

You have the right to refuse to sign this Waiver. The Released Parties have the right to refuse attendance and/or participation by you, your minor child(ren) or ward(s) if this Waiver is not signed.

In consideration of attendance and/or participation in the Event referenced above, I acknowledge, on behalf of myself, and my minor child(ren)'s/ward(s)'s (individually and collectively "child") that attendance and/or participation in the Event referenced above and any activities in conjunction, related to or available in connection with the Event (including, but not limited to use of facilities or amenities) (collectively "Event"), is **entirely voluntary**, and I understand and agree as follows:

INSPECTION: I agree that before I or my minor child participates in the Event, I and my child will inspect facilities and equipment, immediately advise the Event manager of any unsafe condition observed, and refuse to participate until it has been remedied.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE; INDEMNITY: I, agree, on behalf of myself and my child, and my and my child's heirs, executors, personal representatives, assigns and estates, to (i) waive and release all liabilities, claims, demands, causes of action, injuries, damages, costs or expenses of any nature (including reasonable attorneys' fees and disbursements through and including any appeal) ("**Claims**") associated with all risks (including but not limited to the Risks described below) inherent to attendance and/or participation in the Event, whether such risks are open and obvious or otherwise; and further (ii) release, covenant not to sue, and forever discharge the Released Parties of and from all Claims arising in any manner out of or in any way connected with me and/or my child's attendance and/or participation in the Event, including any Claims that allege a negligent act or omission of or by any of the Released Parties I agree to indemnify and hold harmless, from and against any and all Claims, each of: Extra Bases, LLC and its owners (including but not limited to Burroughs & Chapin TRS, Inc. and R-C Myrtle Beach LLC), and any affiliated entities and individuals (including but not limited to Ripken Holdings LLC, Calvin E. Ripken, Jr., William O. Ripken, CRJ, Inc., Double Play Dining LLC, Ripken Professional Baseball LLC, Ripken Grounds LLC, Tufton Professional Baseball LLC, or the Cal Ripken Sr. Foundation) and their respective parent, subsidiary and other affiliated or related companies (collectively, the "Ripken Companies"); all Event sponsors/charities and their respective parent, subsidiary and other affiliated/related companies; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (individually and collectively the "**Released Parties**"). I understand and agree that this indemnity includes any Claims based on negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my minor child either before, during or after attendance and/or participation in the Event.

I understand and agree that if the Event is located at a third (3rd) party venue, in addition to all the terms and conditions of this Waiver, I am bound by all of the terms and conditions applicable to such third (3rd) party venue, [and the foregoing waivers, releases, covenants not to sue, and indemnity shall also be applicable to such third (3rd) party].

ACKNOWLEDGMENT AND ASSUMPTION OF RISK: You are advised that there are inherent and potential risks in attending and/or participating in the Event and by executing this Waiver you assume all risks of injury, death, and property or other damage.

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I acknowledge that my and my child's attendance and/or participation at the Event puts me and my child at risk of injury, death, property and other damage, and on behalf of myself and my child, and our heirs, executors, personal representatives, assigns and estates, I accept all such risks, including but not limited to, the risk of:

1. Serious emotional, physical and/or bodily injury (including the potential for broken bones, injuries affecting joints, muscles, and internal organs, severe injuries to the head, neck and back, concussions and contusions (including being struck by a bat, ball, or contact with another individual or the infrastructure of the facilities/grounds); partial or permanent disability, including brain damage, temporary or permanent paralysis; injuries precipitated by running, sliding, being struck by a ball, or contact with another individual or the infrastructure of the facilities/grounds (including natural or synthetic playing surfaces) notwithstanding instruction and coaching, protective equipment, padding, warning tracks, and other precautions; heat and stress related issues, cuts, lacerations and/or broken bones (whether such risks are open and obvious or otherwise); illness, disease, death, viral infections, bacterial infections and other communicable diseases and illnesses, exposure to Naegleria Fowlerii and/or coliform bacteria; cardiac stress, including cardiac arrest; and/or other injury or damage, including impairment of future ability to earn an educational/athletic scholarship, living, engage in other business, social and recreational activities;
 2. Property damage;
 3. Risks associated with attendance/participation in the Event, which may be due, among other things, to: the vagaries of sport; another individual's dangerous acts (or acts without due skill/care); my, my child's health or medical condition, which may be exacerbated, aggravated, triggered or otherwise affected; a coach's, an umpire's, medical professional's, staff's, or an employee's/agent's of the Released Parties' misjudgments, instruction, acts or omissions, recommendations, advice, care, or negligence; weather conditions, vehicle traffic and physical and atmospheric conditions (e.g. uneven terrain, wet grass); the ability of trained medical personnel to timely respond to any medical condition or injury;
 4. **An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death;**
 5. Other risk/danger not reasonably foreseeable at this time;
- All of the foregoing are collectively, referred to as the "Risks."

INSURANCE: I agree that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my, and/or my child's participation in the Event, at my expense.

PARTICIPANT REPRESENTATIONS: I hereby represent to the Released Parties:

1. No representations or warranties of any kind have been provided to me regarding the condition of the facilities or equipment present at the facilities, or the services and/or other accommodations that may or may not be provided in connection with the Event.
2. I am familiar with the rules and regulations and the terms of any orientation materials relating to the Event, and will comply with them.
3. I am aware that the Released Parties are relying on the representations, acknowledgements and agreements made by me in this Waiver.
4. I understand that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and agree that if any portion is held invalid, the remainder of this Waiver will continue in full force and effect.

OTHER ACCOMPANYING PARTIES: If other individuals accompany me to the Event who do not individually execute a Waiver, I represent and warrant that: (i) I will inform the accompanying individual(s) of the terms, conditions, acknowledgments, representations and agreements of this Waiver and the fact that all attendees are bound by this Waiver; (ii) I will obtain the accompanying individual(s)'s (or the parent or guardian of the accompanying individual(s)'s) authorization to include them as a party to the terms, conditions, acknowledgments, representations and agreements of this Waiver; and (iii) I am authorized to execute this Waiver on behalf of the accompanying individual(s)'s, all of whom will be bound by the terms, conditions, acknowledgments, representations and agreements of this Waiver as if each accompanying individual(s) had individually executed a Waiver. I expressly agree to indemnify and hold the Released Parties harmless from and against all Claims from any accompanying individual(s).

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ARBITRATION: Any dispute, controversy, claim or Claim arising out of or relating to this Waiver, including but not limited to: any breach thereof; whether the dispute, controversy, claim(s) or Claim(s) asserted are arbitrable; whether the Waiver applies to or covers the Event or anything related to the Event; whether this arbitration provision applies to any individual who attends the Event; as well as the application or interpretation of the terms of this Waiver; shall be subject to binding arbitration administered by the American Arbitration Association in accordance with its rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

GOVERNING LAW: This Waiver is governed by the laws of the State of Maryland without regard to conflicts of laws principles.

SEVERABILITY: If any portion of this Waiver is held invalid, the remainder of this Waiver will continue in full force and effect. The invalidity of a portion of this Waiver in any one jurisdiction will not affect the validity in another jurisdiction where it is otherwise valid. To the extent that any provision in this Waiver is not applicable to me, my minor child or any accompanying parties, I acknowledge and agree that this Waiver shall be construed as if such inapplicable provision(s) has been struck from this Waiver and the remaining provisions of this Waiver shall remain in full force and effect. In the event that the Arbitration provision is held invalid, any legal action related to this Waiver will be commenced exclusively in the State of Maryland, and **I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

SIGNATURE: By signing this Waiver and General Release of Liability, I certify that: (1) I have completely read and understand this Waiver; (2) I am 18 years of age or older (and the legal guardian of the child/ward identified on this Waiver); (3) my and my child's information on this Waiver is true and complete; and (4) I consent and agree to all of the foregoing contained in this Waiver on behalf of myself and my child. If I fail to list the information of my child on this Waiver, the terms and conditions of this Waiver and my acknowledgments, representations and agreements contained herein shall nonetheless expressly cover my child.

ADDITIONAL ACKNOWLEDGEMENTS

NOTICE FOR STUDENT-ATHLETES: I agree to file a copy of this signed Waiver to my, my minor child's/ward's member institution in accordance with rules and regulations of the NCAA Compliance Manual, Article 12.5.1.5.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and my minor child/ward and to display, edit, use and/or otherwise exploit my or my minor child's/ward's name, face, likeness, Event information and results, voice, and appearance in all media, and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, without compensation, residual obligations, reservation or limitation, or further approval. I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOOD PHYSICAL CONDITION: I hereby certify that I am, and my minor child is (as applicable), physically fit for participation in the Event, with the skill level and mental state required in connection with the Event, and I have not been advised otherwise.

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ADDITIONAL ACKNOWLEDGEMENTS

MEDICAL AUTHORIZATION: In connection with any injury sustained, illness or medical conditions experienced during my or my minor child's/ward's attendance in connection with 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 or my minor child's/ward's behalf. Additionally, I authorize medical treatment for me and my minor child/ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. To the extent athletic trainer or paramedic services are available at an Event, I hereby consent to such athletic trainer and/or paramedics furnishing athletic trainer/paramedic services to any Event participant or attendee for who I am authorized to make health care decisions. I understand and agree athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself and my minor child/ward.

ADDITIONAL COVID-19 ACKNOWLEDGMENT AND WAIVER: I understand, on behalf of myself and my minor child, that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By attendance and/or participation at the Event, I voluntarily assume all risks related to exposure to COVID-19 on behalf of myself and my minor child. I acknowledge, on behalf of myself and my minor child, that at the time of our travel and participation in the Event, we have not experienced within the last 24 hours and currently are not experiencing any COVID-19-related symptoms, we are not pending a COVID-19 test result, and we have no known exposure to someone with or suspected to have COVID-19 within fourteen (14) days prior to the start of the Event. I agree, on behalf of myself and my minor child, to not visit the Event if any of the above situations apply, and will immediately notify The Ripken Experience. I acknowledge, on behalf of myself and my minor child, that I/we are aware of the signs and symptoms of COVID-19, of how to protect ourselves and others, and that the Ripken Companies may share this information (and any health information) with third party advisors if deemed appropriate by the Ripken Companies, in its sole discretion.

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