

2019 Rockies High School Baseball Game Participant Release & Waiver of Liability, Assumption of Risk, & Indemnity Agreement

In consideration of the Colorado Rockies Baseball Club, Ltd. ("Club") allowing me to participate in the 2019 Rockies High School Baseball Game (the "Event") & use the Coors Field facilities, I hereby agree as follows:

I fully understand the nature of participation in the Event, which includes strenuous physical activity & participating in the Event with other participants. I represent that I am qualified, in good health, & in proper physical condition to participate in the Event. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Event. I fully understand that participation in the Event activities can be HAZARDOUS, & involves known risks & unanticipated risks which could result in SERIOUS BODILY INJURY, ILLNESS, PERMANENT DISABILITY, PARALYSIS, DEATH, DAMAGE OR LOSS to myself, my property, & to other third parties & their property which may be caused by my own actions, or inactions, those of others participating in the Event, the conditions in which the Event takes place, or the negligence of the "Releasees" named below; & I fully accept & ASSUME ALL SUCH RISKS & all responsibility for losses, costs, & damages I or any third parties incur as a result of my participation in the Event.

I, on behalf of myself & anyone who obtains any rights from me, hereby forever release, discharge, & covenant not to sue Club, Major League Baseball ("MLB"), Denver Metropolitan Major League Baseball Stadium District, the suppliers of equipment used in the Event, & their respective parents, subsidiaries, affiliates, directors, officers, employees, agents, partners, administrators, volunteers, insurers, players, coaches, umpires, successors & assigns of each of the foregoing, other participants in the Event, & any sponsors or advertisers of any of the foregoing (each considered one of the "RELEASEES" herein) from any & all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees & costs) (collectively, "Losses") arising out of or in any way related to my participation in the Event & related activities, including, but not limited to, Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee or otherwise, including negligent rescue operations. I further agree to indemnify & hold harmless each Releasee from & against any Loss regarding any matter within the scope of this Participant Release & Waiver of Liability, Assumption of Risk & Indemnity Agreement (this "Release").

I have read this Release, understand that I have given up substantial rights by signing it & have signed it freely & without any inducement or assurance of any nature & intend it be a complete & unconditional release of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder of this Release shall remain enforceable to the full extent allowed by law.

I agree that as further consideration for being permitted to participate in the Event, I hereby grant to the Club, MLB, their affiliates, successors & assigns a perpetual, irrevocable, paid up & transferable license to use my likeness & personal attributes, & to modify & present same in any manner & in any medium (including, without limitation, broadcast, telecast or photograph), for any purpose.

No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees & costs. This Release shall be binding upon the undersigned, & his/her successors, assignees, subrogors, heirs, next of kin, & legal & personal representatives. This Release shall be governed by & construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction & venue for any dispute concerning this Release shall be in the federal or state courts located in the City & County of Denver, Colorado.

Participant Signature: _____

Witness Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

If Participant is under 18 years of age, Participant's parent or guardian must also sign this Release, making the same representations, warranties, covenants & releases as Participant set forth in this Release, on behalf of Participant & on behalf of parent or guardian.

Parent/Guardian Signature: _____

Witness Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____