WAIVER AND RELEASE

ANY ADULT PARTICIPATING AND/OR ANY PARENT OR LEGAL GUARDIAN OF EACH MINOR CHILD PARTICIPATING IN THE ACTIVITIES (AS HEREINAFTER DEFINED) MUST EXECUTE THIS WAIVER AND RELEASE OF LIABILITY PRIOR TO HIS/HER PARTICIPATING AND/OR PRIOR TO HIS/HER MINOR CHILD BEING PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.

I, on behalf of myself and/or my minor child, hereby acknowledge and agree that:

Assumption of Risk:

In consideration of DBH Ontario, LLC, City of Ontario, and the Ontario Tower Buzzers allowing me and/or my child to voluntarily participate in certain activities and/or voluntarily use equipment and/or facilities in connection therewith, including but not limited to attending a game with dogs present, running, racing, holding or using inflatables, playing with various items in competition, being bound to another participant, placed in an inflatable, running with balls or sticks, taking batting practice, participating in baseball / softball game or clinic, jogging, walking, being on a baseball field, participating in a parade, competing on grass, competing on dirt, being blindfolded, dancing, singing, being on top of a dugout, and any other competitive engagement for fun as desired or voluntarily electing to participate in (collectively, the "Activities") at ONT Field (the "Stadium") on the date set forth below, I UNDERSTAND THAT I AND/OR MY CHILD, AND EACH PARTICIPANT IN THE ACTIVITIES, WILL BE ENGAGING IN ACTIVITIES THAT MAY INVOLVE THE RISK OF SERIOUS PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DISMEMBERMENT AND DEATH, AND THAT MAY ALSO INVOLVE THE RISK OF SEVERE ECONOMIC AND PROPERTY LOSS AND DAMAGE. I understand that these risks may result from the actions, negligence and/or failure to act of myself and/or my child and others (including, but not limited to, the Released Parties (as defined below) and other participants in the Activities) as well as the physical challenges inherent in the Activities and the condition of any real or personal property, facilities or equipment used during the Activities. I also understand that there may be risks involved which are not known to me and/or my child or the Released Parties and may not be foreseen or reasonably foreseeable by any of the foregoing entities or persons at this time or at the time of any Activities in which me and/or my child may participate. I acknowledge, agree and understand the foregoing risks and I have explained the foregoing risks in an age appropriate manner to my child.

I, and/or on behalf of my child, assume all of the foregoing risks, including, but not limited to, the risk of any negligence by other participants in Activities, or by the Released Parties and the risk of injury caused by the condition of any real or personal property, facilities or equipment used during the Activities, 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 (including reasonable attorneys' and professionals' fees), of any kind or nature, that I and/or my child may suffer arising out of or in connection with the Activities or my and/or my child's participation therein. 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 any of the Released Parties (each an "Exculpated Person") shall be personally liable for any obligation or liability of such party in connection with the Activities and all obligations and liabilities of such party in connection with the Activities are enforceable solely against such Released Party and such Released Party's assets, and not against any Exculpated Person or the assets thereof.

Physical Condition:

I confirm that I and/or my child: (i) has no psychiatric, medical and/or physical condition and/or history that would prevent me and/or him/her from participating in the Activities and/or endanger myself and/or himself/herself or others; (ii) has not been instructed by any physician to refrain from participating in the Activities and (iii) is physically fit and able to participate in the Activities.

Liability Release and Indemnity Agreement:

I, AND/OR ON BEHALF OF MY CHILD, HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS DBH Ontario, LLC , DIAMOND BASEBALL HOLDINGS, LLC, MLB PROFESSIONAL DEVELOPMENT LEAGUES, LLC, THE OFFICE OF THE COMMISSIONER OF BASEBALL, MAJOR LEAGUE BASEBALL YOUTH FOUNDATION, MAJOR LEAGUE BASEBALL PROPERTIES, INC., MLB ADVANCED MEDIA, L.P., EACH OF THE MAJOR AND MINOR LEAGUE BASEBALL CLUBS, AND MINOR LEAGUE BASEBALL UMPIRE DEVELOPMENT, AND EACH OF THEIR RESPECTIVE PARENTS AND AFFILIATED AND SUBSIDIARY COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICIALS, OWNERS, GENERAL PARTNERS, LIMITED PARTNERS, STOCKHOLDERS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND, IN ALL CASES, EACH OF THEIR RESPECTIVE AFFILIATES, PLAYERS, COACHES, SUPERVISORS AND/OR VOLUNTEERS (EACH SUCH ENTITY OR INDIVIDUAL BEING REFERRED TO AS A "RELEASED PARTY" AND COLLECTIVELY AS THE "RELEASED PARTIES") OF AND FROM ANY AND ALL INJURIES (INCLUDING PERSONAL INJURY, DISABILITY, DISMEMBERMENT, DOG BITES AND DEATH), ILLNESS, LOSSES, DAMAGES, CLAIMS, LIABILITIES OR EXPENSES OF ANY KIND OR NATURE (AND WHETHER ACCRUING TO ME, MY CHILD, 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 ANY REAL OR PERSONAL PROPERTY, FACILITIES OR EQUIPMENT OF ANY RELEASED PARTY AND THAT ARISE OUT OF OR IN CONNECTION WITH MY AND/OR MY CHILD'S PARTICIPATION IN ACTIVITIES.

I acknowledge and agree that, in the event of any breach by Team or any third party, the damage, if any, caused to me and/or my child thereby will not be irreparable or otherwise sufficient to entitle me and/or him/her to seek injunctive or other equitable relief, and my child and/or I will be strictly limited to the right, if

any, to recover damages in an action at law. I and/or my child will not have the right to rescind or terminate this waiver and release or any of the Released Parties' rights hereunder, or the right to enjoin the production, exhibition, or other exploitation of my and/or my child's name, voice and likeness or any subsidiary or allied rights with respect thereto.

I further acknowledge that none of the Released Parties shall be responsible for any lost, stolen, misplaced or damaged personal items left unattended by me and/or my child during my and/or my child's participation in Activities.

Medical Treatment:

In connection with any injury I and/or my child may sustain or illness or other medical conditions I and/or my child may experience during my and/or his/her participation in Activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel regardless of whether I am able to act on my and/or my child's behalf.

Name and Likeness Release:

I grant permission to Team and its parents, affiliates, subsidiaries, successors and assigns to utilize my and/or my child's name, voice and likeness (including, but not limited to, photographs and any video/audio recording of my and/or my child's appearance) in any and all manner and media, now known or hereafter developed, throughout the universe in perpetuity without limitation and without additional compensation or consideration, notification or permission, unless prohibited by applicable law. I understand that these materials may be used in various formats, including but not limited to print, digital media, websites, social media, and other promotional materials. I acknowledge that neither I nor my child will receive any compensation for the use of these media materials.

I release and hold harmless the Released Parties, its employees, agents, and representatives from any claims, liabilities, or damages arising from the use of my child's image, likeness, or voice in media content.

Governing Law; Severability:

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. I agree that the foregoing terms and conditions are intended to be as broad and inclusive as is permitted by law, and any terms and conditions set forth herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other terms and conditions. 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 California without regard to applicable conflicts of laws provisions. Any dispute, claim, or cause of action arising out of this waiver and release shall be settled by mandatory, confidential, final, and binding arbitration and administered by and in accordance with the rules of the American Arbitration Association. I shall not be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

CALIFORNIA RESIDENTS: I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I have read this entire waiver and release. I fully understand and acknowledge that I have had the opportunity to review this waiver and release and I agree to be legally bound. THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Date:_____

Participant

Name:_____

Signature:

_____

Address:

_____ City:

_____State: _____ Zip: _____

Phone: _____ Email:

_____

If the participant is under 18 years old, this form must be signed by the participant's parent or legal guardian.

I am the parent/legal guardian of the participating minor. I consent to the foregoing on behalf of such minor, and personally join in the warranties, representations and other provisions set forth above. I agree to indemnify and hold harmless the Released Parties with respect to any claims which the minor may make, or which may be made on behalf of the minor, as a result of the exercise of its rights hereunder.

Date: _____

Parent/Guardian Signature: _____

Parent/Guardian Printed Name:

_____ Child's Printed Name: Email Address: _____

_____ Parent/Guardian