

PARTICIPANT RELEASE, INDEMNITY AND LICENCE AGREEMENT (the "Agreement")

TORONTO BLUE JAYS BASEBALL ACADEMY

In consideration of Rogers Blue Jays Baseball Partnership ("**Blue Jays**") allowing me to attend at and/or participate in one or more instructional baseball clinics and baseball-related events and activities taking place as part of the Toronto Blue Jays Baseball Academy program, which clinics and events will include the playing of baseball and other physical activities (collectively, the "**Event**"), I hereby acknowledge, appreciate and agree that:

1. There are risks associated with attendance at and participation in the Event, including, without limitation, the risk of death or serious injury to myself and others and/or loss of or damage to the property of myself and others. I am in proper physical condition to participate in the Event, including but not limited to the activities of flipping and/or throwing baseballs, running, jumping, starting and stopping, fielding, and batting. If I become aware of any injury, illness, or condition that could be worsened, aggravated and/or exacerbated by my participation in any particular physical activity/ies, I will refrain from participating in such activity/ies at the Event;

2. The Event and the premises on or in which the Event is conducted is NOT free of tree nuts, peanuts or other allergens and I may be exposed to such allergens by choosing to attend the Event. I accept sole responsibility to take all precautions that may be necessary to protect myself in regards to same;

3. I, my heirs, administrators, executors and assigns (collectively, the "**Releasors**") HEREBY RELEASE AND FOREVER DISCHARGE Blue Jays, Rogers Stadium Limited Partnership, their respective affiliates, successors, assigns, officers, directors, employees, and representatives, other participants, sponsors, and advertisers (collectively, the "**Releasees**"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of or damage to person or property occurring at the Event or in any way related to the Event, the premises on or in which it is conducted or to the Releasees, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE; and

4. The Releasors will not make any claim or to take any actions or proceedings of any type in respect of any matter referred to in this Agreement against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees. If, despite this Agreement, I or anyone else on my behalf, makes a claim or takes any actions or proceedings of any type against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees, I will fully indemnify and save harmless each of the Releasees in respect of any losses, damages, liabilities and costs (including legal fees) incurred in respect of such claims, actions and/or proceedings.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, I hereby irrevocably grant Blue Jays, their affiliates, and their respective agents, employees, assignees and licensees (the "**Authorized Parties**") the right, licence and permission to record, photograph and/or otherwise document my attendance at and/or participation in the Event (as well as my attendance at and/or participation in any matters ancillary thereto, such as the Blue Jays game played on the date of the Event) by any available means and I acknowledge and agree that I hold no rights in or to any such recordings, photographs or documentation (the "**Footage**").

I acknowledge and agree that Blue Jays will be the first and exclusive owner of the copyright in any and all Footage and I hereby waive any and all claims to any right, title or interest therein or thereto. I further hereby irrevocably authorize the Authorized Parties to reproduce, display, publish, broadcast, distribute, transmit, exhibit, alter without restriction and otherwise use my name, voice, image, testimonial, likeness and any and all Footage (collectively, the "**Materials**") throughout the world and in perpetuity, in all manner and media, whether now known or hereafter devised, including, without limitation, all forms of print and digital media, for advertising, trade, commerce and any other lawful purposes. I hereby waive all rights of inspection or approval regarding any use of the Materials. I hereby release and discharge the Authorized Parties from any and all claims and demands arising out of or in connection with the use of the Materials, including, without limitation, any and all claims for invasion of privacy, right of publicity or defamation. I warrant and

represent that I have the authority to grant the foregoing rights and shall fully indemnify and hold harmless the Authorized Parties in relation thereto.

If Participant is Under Eighteen Years of Age:

I am the parent/legal guardian of _____ (the "Minor") and as such, sign the release, indemnity and licence on his/her behalf with full understanding of its contents, and declaring that I have given this release, indemnity and licence of my own free will and, that this release, indemnity and licence binds the Releasors (as defined above). If, despite this release, indemnity and licence, I, the Minor or anyone else on the Minor's behalf, makes a claim or takes any actions or proceedings of any type against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees, I will fully indemnify and save harmless each of the Releasees in respect of any losses, damages, liabilities and costs (including legal fees) incurred in respect of such claims, actions and/or proceedings.

Dated this ____ day of _____, 2018

Parent/Guardian Signature: _____

Printed Name of Parent or Guardian: _____

Address: _____

No. and Street

City

Province

Postal Code

Phone: () - -