

BALLPARK RELEASE AND WAIVER
POWER SHOWCASE International High School Home Run Derby
(2011)

IMPORTANT: THIS DOCUMENT CONTAINS A WAIVER AND RELEASE OF
POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

In consideration of my being permitted to participate in the POWER SHOWCASE International High School Home Run Derby, including, without limitation, the use and/or operation of pitching machines, and baseball equipment, engaging in running, throwing, hitting, fielding, catching, shagging/retrieving baseballs, batting, participating in baseball exercises, drills, administering baseball exercises and drills, coaching, and other fitness activities and photographing and/or videotaping the event, providing commentary for or announcing the event, measuring ball distance, velocity and/or speed, keeping score or otherwise acting as a volunteer in any other capacity (collectively, the "Event"), to be held at Chase Field (the "Ballpark") on December 27 through 30, 2011, I hereby agree to the following:

I understand that my participation in the Event involves risks of injury from many causes, including, without limitation, my own physical condition and the negligence of other participants in the Event, and I voluntarily assume and accept those risks. I unconditionally release, waive all claims against and covenant not to sue Select Artists Associates, LLC ("SAA"), SMG/SAA Ventures, LLC, AZPB Limited Partnership (dba the Arizona Diamondbacks), AZPB FM Limited Partnership, AZPB REM Limited Partnership, Arizona Diamondbacks Foundation, Inc., Sports & Entertainment Services, LLC, Maricopa County Stadium District, Major League Baseball, Power Showcase, Inc., and each of their respective promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers and employees, from and for any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage arising in connection with my participation in the Event and/or while on Ballpark premises in connection with the Event. I acknowledge that my participation in the Event is voluntary and may be terminated by me or by SAA at any time.

I hereby represent that I am 18 years of age or older and in good health and sound physical condition, and that I have no physical defects, latent or patent, which would or could interfere with my performance of the activities in the Event. **I assume all responsibility for obtaining any physical examinations which may be indicated or advisable prior to my participation in the Event, and release, waive and discharge the above-listed parties from any liability, suits, claims, actions and demands of any kind whatsoever related to or arising from any decision by me not to obtain a physical examination prior to participating in the Event.** This document shall be binding upon my heirs, distributees, next of kin, executors, administrators, personal representatives and assigns.

Further, I hereby give my permission to SAA and its designees to take, use, reproduce and publish any and all photographs and videotapes which may be taken of me immediately before, during or immediately after any Event activity, whether such photographs or videotapes are flattering or unflattering, for any purpose whatsoever, without compensation to me. I also

acknowledge and agree that SAA will own any and all rights in such photographs and/or videotapes (collectively, "Materials") in perpetuity and that I waive as to SAA and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation my name, likeness, biographical material, voice, accounts, and descriptions in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown. I understand and agree that as the owner of the Materials, SAA's use of the Materials may (without limitation) extend to use by any of its sponsors, advertisers, owners, partners, affiliates, directors, officers, officials, members and agents.

Participant (Signature)

Participant (Printed Name)

IF UNDER 18:

Parent/Guardian (Signature)

Parent/Guardian (Printed Name)

Emergency Contact Name

Telephone Number

Date _____

Email _____