



## **2024 T-Mobile Little League® Home Run Derby Local Little League Host Release**

For purposes of this “Local Little League Host Release” document, “Event” means all “T-Mobile Little League Home Run Derby” events being held at various locations throughout the United States and Puerto Rico and any and all transportation to, from and between Event locations, and all other activities related to the Event. In consideration of the opportunity to host a local competition (“Local Competition”), I agree to the following on behalf of myself and my local Little League (“Local Host”):

- 1. ASSUMPTION OF RISK OF PERSONAL/BODILY INJURY AND/OR PROPERTY LOSS/DAMAGE.** I fully understand that hosting the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage, and severe social and economic losses. These may result from my own actions or inactions or negligence, as well as the actions or inactions or negligence of others, the rules of play, and the condition of the facilities and equipment or vehicles. Further, there may be other risks not known to me and that are not reasonably foreseeable at this time. *I understand and I have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my and Local Host’s participation in the Event.*
- 2. ASSUMPTION OF RISK OF COMMUNICABLE DISEASE.** This section is an acknowledgement and express assumption of risk and release of liability in any way related to me being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, “Communicable Disease”), during or in connection with hosting and/or participating in the Event and/or my presence at the Event Premises (as defined below). By hosting and/or participating in the Event and/or being present at the Event Premises, I acknowledge and expressly assume the risk that I may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that my interaction with Event staff, participants and any other individuals present at the Event Premises poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while hosting and/or participating in the Event and/or being present at the Event Premises are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I may subsequently infect others, even if I don’t experience or display any symptoms.
- 3. COMMUNICABLE DISEASE REPRESENTATIONS.** I agree that I will neither host the Event, participate in the Event nor be present at the Event Premises if, within ten (10) days preceding the Event, I (a) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (b) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, and/or (c) was in direct contact with or the

immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease. I further agree that I will submit to any health screening, vaccination requirements and/or Communicable Disease testing that may be required as a condition of hosting and/or participating in the Event and/or being present at the Event Premises.

4. **RELEASE FROM LIABILITY.** *I fully and forever release and discharge T-Mobile (the "Sponsor"), Little League Baseball, Incorporated ("Little League"), the MLB Entities (defined below) and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event ("Event Premises") (collectively, the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims, excluding gross negligence and intentional misconduct claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my or Local Host's property, or any other person, directly or indirectly arising out of or in connection with the Event, including transportation related to the Event, including, without limitation, all claims for personal injuries, wrongful death or exposure to or contraction of Communicable Disease by me or other individuals exposed to Communicable Disease by me, even if it is due to the negligence of the Released Parties, to the fullest extent permitted by law. As used herein, the "MLB Entities" shall mean MLB Advanced Media, L.P. ("MLB"), the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), Major League Baseball Properties, Inc., Tickets.com, LLC, The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. [FOR CALIFORNIA RESIDENTS: I 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."]*
5. **AUTHORIZATION TO RECORD AND TO USE RECORDINGS AND NAME.** I hereby grant to T-Mobile, Little League, any host league, and the MLB Entities, their respective affiliates, subsidiaries, successors, assigns and licensees (including production companies) (**collectively "Event Entities"**) permission to film, photograph, video record, use social media information and otherwise record my and Local Host's (as applicable) image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of me or Local Host at the Event (**collectively the "Recording"**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the Recording and results thereof (or a reproduction thereof, including within any documentary production related to the Event), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording. The Event Entities shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Event Entities to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.
6. **GENERAL RULES.** The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or e-mails, incorrect or inaccurate capture of, or loss of entry information, any delay or interruption in the launch, accessibility or operation of the

Event website or any entry or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Event. The Released Parties are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, EVENT ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Event Entities reserve the right in their sole discretion to disqualify or prohibit from participating in the Event any individual who the Event Entities determine or believe, in their sole discretion, (a) has tampered with the entry process or has undermined the legitimate operation of the Event by cheating, hacking, deception or other unfair playing practices, or (b) has engaged in conduct that annoys, abuses, threatens or harasses any other participant or any representative of any Released Party, or (c) has attempted or intends to attempt any of the foregoing. The Event Entities reserve the right, in their sole discretion, to modify the official rules of the Event provided to all participants in the Event (the "Official Rules") (including without limitation by adjusting any of the dates and/or timeframes stipulated in the Official Rules).

7. The Event Entities may, in their sole discretion, cancel, modify or suspend the Event at any time in their discretion if the Event Entities are not able to, or decide not to, conduct the Event as planned (for any reason, including without limitation in the event the operation of the Event is canceled or suspended as a result of protective measures in place to prevent the spread of Communicable Disease, any governmental regulation or recommendation, including restrictions regarding group gatherings, any fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or court order). In the event of termination, cancellation or postponement of the Event, a notice will be posted on the Event website and no Event Entity shall be held liable in connection therewith. Any legal proceedings arising out of or relating to this Local Little League Host Release shall be instituted only in the federal or state courts located in Pennsylvania, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to the Event and this Local Little League Host Release.

AGREED AND ACCEPTED BY:

Local Little League Host Representative Signature:

Print Local Little League Host Representative Name:

Name of local Little League:

Date Signed: