



WAIVER AND RELEASE OF LIABILITY AND WAIVER OF PUBLICITY

The undersigned participant, and if Participant is a minor, the undersigned Participant's parent and/or authorized legal guardian on Participant's behalf, (the "Participant") agrees as follows:

1. I know that baseball is an action sport and that natural and man-made obstacles or hazards and surface and environmental conditions may occur on the field, in the stands and throughout the stadium carrying significant risk of personal injury to me and/or damage to my property. I agree that as a Participant in the Orioles **Swing For Your Seats Event** (hereinafter "Promotion") I must take an active role in understanding and accepting those risks of participation.

You are advised that there are inherent risks in participating in this Promotion and by executing this Agreement you hereby assume all risks of injury, death or property damage.

2. For consideration received and in return for participating in the Promotion, I acknowledge and agree that I am participating at my own risk and I have expressly accepted and assume the risk and I do hereby for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge the Baltimore Orioles and its employees, directors, officers, partners, agents, successors, assigns, subsidiaries, affiliates and sponsors and each of their successors and assigns (collectively, the "Releasees"), from and against all claims, demands or causes of actions for accidents, personal injury, bodily injury, death, property damage or other injury or loss or damage of any kind, occurring from any cause arising from or related to or in connection with Participant's participation in the Promotion and activities related thereto, whether based in tort, negligence or otherwise, including, but not limited to, in connection with receipt and/or acceptance of prizes.

3. I hereby voluntarily and in exchange for participating in the Promotion, authorize visual images, audio and audio visual and photographic recordings to be made of me by or on behalf of the Baltimore Orioles and other sponsoring entities during and in connection with the Promotion. In addition, I hereby voluntarily and in exchange for participating in the Promotion, unconditionally grant and assign to the Baltimore Orioles and its successors and assigns: (a) all right, title and interest I may have in any and all visual images, audio, audio visual and photographic recordings, including any copies and reproductions thereof, of me in any events and in connection with the Promotion; (b) all rights to retouch or alter my images, photographs and recordings taken of my image; (c) all rights to use, adapt, reproduce, modify, publicize, distribute, broadcast, exhibit and display, worldwide via any medium or method any such visual images, audio and/or audio visual and photographic recordings, with or without my name, signature, biographical information or other identification, including for the purpose of advertising, promotion or otherwise, without notice or payment of any royalty, fee or other compensation of any type or character other than the consideration specifically identified in paragraph 2 above, the sufficiency of which is acknowledged; and (d) all rights to use my visual

images, audio and/or audiovisual and photographic recordings, including my image and voice, in whole or in part, with or without name, signature, biographical information or other identification of any fictitious or other real person, in any and all media, for any advertising or commercial purpose, and to claim and register its copyright in same.

Further, for consideration received and in return for participating in the Promotion, I hereby release the Releasees from any and all liability arising from the use of my visual images, audio, audio visual and photographic recordings related to my participation in the Promotion, including but not limited to, my image and voice, and from any blurring, distortion, or optical illusion which may occur or be produced, as well as from the use of my name, signature and/or biographical information. I further relinquish all right, title and interest in and to any negatives, prints, film, digital media, etc. and their reproduction, including the right to approve their final form, context and use. Further, I hereby covenant not to sue the Releasees for any and all claims that I may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other cause of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of my visual images, audio, audio visual and/or photographic recordings, including my likeness, name or voice.

4. This Agreement and the release and hold harmless agreements contained in this Agreement are binding on me, my heirs, personal representatives, administrators, and next of kin. If any provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws principles. I hereby consent to the personal jurisdiction of said court within the State of Maryland, and waive all defenses of lack of personal jurisdiction and inconvenience of the forum (forum non conveniens). **I HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT.**

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS AND HAVE HAD ANY QUESTIONS REGARDING ITS EFFECT OR MEANING OF ITS TERMS ANSWERED TO MY SATISFACTION, ALL PRIOR TO ITS EXECUTION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCMENT OR COMPULSION.

Participant's Name: _____ Date: _____

Participant's Signature: _____

Address: _____

E-mail Address: _____

Telephone: _____

Facsimile: _____

Mobile Phone: _____