

RBI PROGRAM PLAYER RELEASE & WAIVER

In consideration of _____ (the "Player") having been provided the opportunity to participate in the Reviving Baseball in Inner Cities ("RBI") program of the Office of the Commissioner of Baseball (the "Program"), the Player and his/her parent or guardian hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. The Player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and forever discharge the Program, the Player's local RBI league, Boys & Girls Clubs of America, Major League Baseball Charities, Inc., the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., MLB Advanced Media, LP, The MLB Network, LLC, each of the Major League Baseball Clubs and other affiliated entities and their respective related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, governors, agents, servants, officials, employees, volunteers, successors, assigns and/or licensees (each a "RBI Entity" and collectively the "RBI Entities") from, and waive in respect of each RBI Entity and covenant not to sue any RBI Entity for, any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), actions, causes of action, suits, obligations, judgments and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Player and/or his/her parent or guardian sustained in connection with the Player's participation in the Program. Such release, discharge, waive and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any RBI Entity in connection with such RBI Entity's involvement with the Program.

PLAYER ASSUMES RISK. Each of the Player and his/her parent or guardian is aware of and understands the inherent risks and dangers of baseball and softball and the potential for injury that exists when participating in this activity, and agrees to assume all risk of and responsibility for personal injury or death to Player, and/or damage to or loss of Player property, arising from, based upon or relating to the Player's participation in the Program. Such assumption of risk includes, but is not limited to, any personal injury or death, and/or damage to or loss of property, arising from, based upon or relating to the lack skill of any player, the improper conduct of any player and the acts or omissions of any umpire, coach or supervisor, and any personal injury or death, or damage to and/or loss of property, caused in whole or in part by the negligence of any RBI Entity. Each of the Player and his/her parent or guardian understands and agrees that, in the event of any injury to Player, none of the RBI Entities will be responsible for any decisions relating to medical treatment for Player or for such treatment itself.

RIGHT OF PUBLICITY. The Player's participation in the Program shall constitute permission to use the name, likeness, image, voice, biographical information or any other identification of the Player for advertising, publicity, instructional or any other purposes in connection with the Program or the business of any of the RBI Entities, in perpetuity, worldwide, and in any and all media now or hereafter known, without compensation to or right of prior review or approval by the Player or his/her parent or guardian. Each of the Player and his/her parent(s) or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and discharge each RBI Entity from, to waive in respect of each RBI Entity, and not to sue any RBI Entity for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

MISCELLANEOUS. This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. New York shall be the sole jurisdiction for all disputes. If any portion of this release, discharge, waiver and covenant not to sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

REPRESENTATIONS. Each of the Player and his/her parent or guardian states that he/she has had full opportunity to ask any questions regarding the Program that he/she may have, that he/she has read and understands this release, discharge, waiver, and covenant not to sue (or that the parent or guardian has read and understands this release, discharge, waiver and covenant not to sue, and has explained it to the Player) and that he/she has been given the opportunity to review this release, discharge, waiver, and covenant not to sue with any he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. Each of the Player and his/her parent or guardian further states that the Player is the beneficiary of his/her parent or guardian's insurance policy or is otherwise covered by sufficient insurance coverage, has been examined by a doctor within the past six months, is in good physical condition, is physically fit to participate in the Program and is not subject to any medical condition that poses or may pose risk of harm or disability to others.

Name of Player (Please Print)

Signature of Player

Date

Name of Parent or Guardian (Please Print)

Signature of Parent or Guardian

Date

Name of Witness (Please Print)

Signature of Witness

Date

PERMISSION FOR TREATMENT IN CASE OF IMMEDIATE NEED

If your son/daughter is a minor (under 18 years of age), you as a parent or legal guardian must sign this consent form so that the RBI Program can provide appropriate diagnosis and treatment and emergency health service procedures may be promptly carried out with no unnecessary delay. Without a signed permission for treatment, your minor son/daughter cannot receive treatment unless his/her presenting condition is exempted from requiring parental consent and/or notification. Even with a signed permission for treatment, we will attempt to contact and fully inform you as parent legal guardian before performing any major diagnostic/treatment procedure except in an emergency. It should be understood that under certain circumstances your son/daughter will be transported for diagnosis and treatment.

I certify that the foregoing information is true and complete to the best of my knowledge. I give my permission to the RBI Program to furnish such diagnostic, therapeutic, voluntary immunization, and/or operative procedures and/or transportation as may be deemed necessary by the RBI Program for my son/daughter who is under the age of 18 years. I am aware that the practice of medicine is not an exact science, and I acknowledge that no guarantees have been made to me as the result of treatment or examination. I further acknowledge that the terms of the RBI program player release & waiver (including, without limitation, the section titled RELEASE FROM LIABILITY AND COVENANT NOT TO SUE) are hereby incorporated by reference.

Signature of Parent/Guardian

Name of Parent/Guardian (please print)

Date

Signature of Player

Name of Player (please print)

Date

Please Note: This form should be submitted with a copy of the player's most recent physical (must be within last 12 months)

PART A – PERSONAL PHYSICAL EXAMINATION

To be completed by a medical doctor:

Athlete's Name: _____ Height: _____ Weight _____ BP _____/_____

Resting Pulse: _____

Visual acuity (uncorrected) R ____ / ____ L ____ / ____ (corrected): R ____ / ____ L ____ / ____

Color Blindness _____ EENT, thyroid: _____ Teeth _____

Chest: _____

Cardiovascular: _____

Abdomen (including hernias, testicles): _____

CNS: _____ DTR's: _____ Skin _____

Musculoskeletal (*please note any evidence of prior injury, instability, or loss of flexibility*):

Hand/Wrist: _____

Elbow: _____

Shoulder: _____

Neck/Back: _____

Hip/Pelvis: _____

Knee: _____

Ankle/Feet: _____

Additional Comments/ Abnormal Findings:

Laboratory (If indicated) CBC _____ Urine _____

others (as indicated):

X-rays (as indicated):

Recommendations re: Participation:

No restrictions (Contact/Collision)

Limited Contact/Impact

Non-Contact

Strenuous

Moderate

Non-strenuous

Needs further consultation/tests

Not fit

Notes:

Recommendations prior to participation (e.g., rehabilitation):

Examining Physician (Print): _____ Physician's Signature: _____

Address: _____ City: _____ Postal Code: _____

Date of examination: _____ Phone (): _____

PART B – PERSONAL HEALTH HISTORY

*Please check any of the following that apply and note next to each the diagnosis and date when the condition started.

1. ALLERGIES/ ADVERSE REACTIONS TO MEDICATIONS/FOOD/INSECTS/OTHER?

No Yes-please specify below

Aspirin Codeine Penicillin/Ampicillin Sulfa Other _____

2. DO YOU TAKE ANY MEDICATIONS ON A FREQUENT OR REGULAR BASIS? No Yes-please specify below

Please list ALL prescription AND nonprescription medications AND nutritional supplements that you use on a recurring basis including medications for problems such as Acne, Allergies, Anemia, Anxiety, Asthma, Birth Control, Bowel Disorders, Depression, Diabetes, Epilepsy, Seizures, High Blood Pressure, Pain, or Sleep.

3. HAVE YOU EVER HAD ANY HEALTH PROBLEMS, SURGERIES/OPERATIONS, OR HOSPITALIZATIONS?

Check each item:	No	Yes	Diagnosis/Date	Check each item:	No	Yes	Diagnosis/Date
Alcohol or drug problems				Fractures Broken Bones			
Appendectomy				Heart condition, disease, or murmur			
Asthma				HIV test – HIV disease, or AIDS			
Attention Deficit Hyperactivity Dis.				High Blood Pressure			
Cancer, leukemia, or lymphoma				Migraine Headaches			
Chicken Pox Varicella				Mononucleosis Epstein-Barr Virus			
Cholesterol or lipid problems				Radiation treatment to head, neck			
Depression				Sexually Transmitted Diseases			
Diabetes Mellitus				Splenectomy			
Eating Disorder Anorexia, Bulimia				Tonsillectomy			
Emotional Mental problems				Transfusion of blood, blood product			
Epilepsy Seizure Disorder				Viral Hepatitis (specify – A, B)			
Other surgery/medical:							

4. DO YOU CURRENTLY HAVE A DISABILITY? No Yes-please specify below

Emotional/Mental Hearing Learning Locomotion Other Motor Vision Other: _____

5. MISCELLANEOUS HEALTH QUESTIONS – WHICH OF THE FOLLOWING APPLY TO YOU?

- No Yes 1. Do you smoke tobacco cigarettes, cigars, or pipe, or use chewing tobacco, dip, or snuff?
- No Yes 2. Do you drink beverages containing alcohol, such as beer, wine, or distilled spirits?
- No Yes 3. Do you smoke marijuana or use other street drugs, such as LSD or cocaine?
- No Yes 4. Have you ever had significant exposure to hazardous substances (e.g., asbestos, benzene, lead, mercury, pesticides)?
- No Yes 5. Have you interrupted school or work because of a physical illness or an emotional mental illness?