

Adult Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”)

My name is _____ and I am at least eighteen (18) years of age.
(Name of adult)

In consideration of the Boston Red Sox Baseball Club Limited Partnership (the “Club”) allowing me to participate in baseball related activities and/or activities relating to the game of baseball on the field at Fenway Park in Boston, Massachusetts (the “Activities”), I voluntarily agree to the terms of this Agreement, including the general waiver and release of liability described below.

I fully understand the risks relating to my participation in or observation of the Activities including, but not limited to, risk of bodily injury, illness, death and damage to my property. Such injury, illness and damage may not be apparent, knowable, or foreseeable and could arise out of the actions or inactions of myself or other persons, the weather or other conditions in which the Activities take place, my health conditions, the structure or maintenance of Fenway Park, equipment used in connection with the Activities, or the negligence of the Released Parties named below.

I knowingly and voluntarily assume all risks relating to the Activities, including the risks of serious bodily injuries such as permanent disability, paralysis or death, whether occurring prior to, during or subsequent to the Activities, and agree to be responsible for any and all injuries, illnesses, damages, costs, expenses and other losses that could arise as a result of my participation in or observation of the Activities. I acknowledge that the Club is not responsible for supervising me or any others participating in or observing the Activities. This assumption of risk includes specifically (but not exclusively) risks and dangers relating to the structure and condition of Fenway Park, and the danger of being injured by thrown or flying objects including bats, broken bats, or bat fragments, thrown or batted balls, or other thrown, dropped, or launched items, projectiles or other objects; the negligence, misconduct or the unruly behavior of patrons or third parties; and other hazards and distractions. It will be my responsibility to discontinue participation in the Activities if I believe them to be unsafe to me or that my participation in or observation of the Activities will result in harm to me.

I voluntarily agree to comply with any stated and customary terms and conditions (which have been made available to me) for my participation in or observation of the Activities. If, however, I observe an unusual and/or significant hazard during my observation or participation in the Activities, I will remove myself from participation or observation and bring such hazard to the attention of the nearest Activities official.

This 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 my participation in the Activities. By participating in or observing the Activities, 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 staff, participants and any other individuals present at the Activities 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 participating in the Activities 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.

In connection with the foregoing, I agree that I will not participate in or observe the Activities if, within ten (10) days preceding the Activities, I (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease; and/or (iii) 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 agree that I will not file a lawsuit, pursue any claims, damages, or seek to hold the Club, N.E.S.V. I, LLC, MLB Advanced Media L.P., the Office of the Commissioner of Baseball, the Major League Baseball Clubs, the MLB Network, LLC, and Major League Baseball Properties, Inc., or their respective owners, general and limited partners, parents, subsidiaries, shareholders, affiliates, sponsors, or any of their officers, directors, employees, representatives, vendors, licensees, independent contractors, and agents or any one of them and the owners or lessors of Fenway Park (collectively, the "Released Parties") liable or responsible for any injuries, suits, costs, damages or losses (including, without limitation for personal injury, death, illness or property damage) in the event I am injured, contract an illness (including Communicable Disease) or my property is damaged in connection with the Activities, whether or not the damage, illness or injury is due in whole or in part to the negligence of any of the Released Parties. I also agree that if anyone makes a claim on my behalf against any of the Released Parties, I will indemnify, defend and hold the Released Parties harmless from and against any and all such claims at my own cost.

If I breach my obligations under this Agreement, I will be responsible for reimbursing the Released Parties for all costs incurred by the Released Parties to defend itself against any and all claims that result from such breach.

I consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in or observation of the Activities and hereby release and indemnify the Released Parties from any and all liability or claims arising out of such treatment and/or services.

I consent to the Club and their affiliates using and authorizing others to use my name and/or photograph or other likeness for promotional and advertising purposes throughout the world and in any media now known or hereafter devised in perpetuity without compensation to me or my heirs and release in perpetuity the Club and any and all other individuals and entities so authorized from any and all liabilities, claims, demands, losses, promises, and causes of action of any kind with respect to the use by any party whatsoever and/or any right in and/or to any such material(s) (including without limitation, my name, photograph, likeness, voice and/or biographical data contained therein) including, but not limited to, any claim of false endorsement and/or right of publicity and/or privacy.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES. I am

voluntarily signing this Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

Printed Name of Adult

Date

Signature of Adult

Address

In case of emergency, please contact: _____
Name Telephone Number