

WAIVER OF LIABILITY AND ASSUMPTION OF RISKS
(Read Carefully Before Signing)

THIS FORM MUST BE SIGNED BY THE PARTICIPANT **AND** THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE.

Waiver: In consideration of Pittsburgh Associates ("PA"), owner of the Major League Baseball franchise known as the "Pittsburgh Pirates" ("Pirates"), permitted Participant to participate in Columbus High School's baseball instructional camp ("Event") at Pirate City ("Complex"), Participant and his/her Parent/Guardian, on behalf of Participant's heirs, next of kin, personal representatives, and/or assigns release, waive, discharge, and promise not to sue or bring any action against PA, Pirates, Pittsburgh Baseball, Inc., Pittsburgh Pirates Acquisition, Inc., Pittsburgh Baseball Holdings, Inc., and the City of Bradenton, together with their partners, shareholders, officers, directors, employees, agents and sponsors of any of them (all of the foregoing collectively, the "Releasees"), and release each of them from all claims, demands, causes of action or other losses suffered by Participant as a result of, or in any manner related to, Participant's participation in the Event, whether caused by the active or passive negligence of Releasees or any other cause.

Assumption of Risks: Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to prevent or minimize harm. The activities at this Event involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve potential contact with equipment (including, but not limited to, baseballs, bats, and gloves), fixed objects, other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary, but in each activity the risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, permanent disability, or death.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD COULD BE INJURED BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY INJURIES OF ANY KIND TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN

THIS FORM AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this Waiver and Assumption of Risks and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of the Releasees. Participant and Parent/Guardian further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. Participant and Parent/Guardian acknowledge that they are signing this Agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signing this waiver as Parent/Guardian, I acknowledge that I am consenting to Participant's participation in the Camp and represent to the Releasees that I understand all risks are expressly assumed by Participant and myself and all related claims are expressly waived in advance.

Print Parent/Guardian Name:

Signature of Parent/Guardian: _____ Date: _____

Print Participant Name:

Signature of Participant: _____ Date: _____