

**RELEASE AND WAIVER**

IF PARTICIPANT IS UNDER AGE 18, THIS FORM MUST BE SIGNED BY PARTICIPANT’S PARENT OR LEGAL GUARDIAN.

I hereby irrevocably agree and consent that Pittsburgh Associates (PA), their agents, and assigns, have the perpetual right to use, duplicate, and distribute all or part of any photographs, videotaped or filmed footage or other reproduction of me (and/or my minor child) in any video display, reproduction, or any other media transmission (whether now known or hereafter devised) including, but not limited to, sales brochures, television or internet commercials, spots, advertisements, and/or in-game entertainment.

PA hereby has the perpetual right to use, duplicate, and distribute my (and/or my minor child’s) picture, silhouette and other reproductions of my likeness and voice in connection with any brochures, television, radio, print, in-game, or web-based media transmission used by PA for promotional, informational, or any other purpose.

PA shall have the unlimited right to edit, change, transpose, alter, or modify my (and/or my minor child’s) appearance as they see fit. PA may elect to refrain from using my (and/or my minor child’s) real name and may use a pseudonym.

PA is not obligated to make any use of said photographs or footage or exercise any of the rights granted to them under this agreement.

PA shall have all rights, title, and interest in any and all results and proceeds from the use, duplication, or distribution of said photographs, footage, and any other reproductions of my likeness and voice in connection with any media transmission outlined above. I understand that PA will not be compensating me (and/or my minor child) in any way whatsoever for filming, photographing or recording me (and/or my minor child), or for any results thereof.

I hereby release and discharge (individually and/or on behalf of my minor child) any or all of the Pittsburgh Pirates, Pittsburgh Associates, Pittsburgh Baseball, Inc., Pittsburgh Pirates Acquisition, Inc., Pittsburgh Baseball Holdings, Inc., together with the partners, shareholders, officers, directors, employees, agents and sponsors of any of them, from any and all law suits, claims, demands, causes of action, or damages I may have (now or in the future) for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or related to the utilization of the rights granted under this agreement.

All rights herein granted to PA are irrevocable and not subject to rescission, restraint or injunction under any circumstances.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE RELEASE AND WAIVER AGREEMENT. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ENCOURAGE HIM OR HER TO ENTER INTO THIS AGREEMENT.

RELEASOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

Name of Minor(s) (if applicable): \_\_\_\_\_