

**PARTICIPATION LIABILITY/MEDIA RELEASE**

1. **PARTICIPANT INFORMATION:** I, \_\_\_\_\_ **[INSERT PARTICIPANT NAME]** ("Participant", "I", "me" or "myself"), am \_\_\_\_\_ years of age and am a legal resident of the United States of America and maintain my principal residence at \_\_\_\_\_ . My primary telephone number is ( \_\_\_\_\_ ) \_\_\_\_\_ and my primary email address is \_\_\_\_\_ .

**[EACH PARTICIPANT MUST INSERT ALL DETAILS ABOVE (OR A CUSTODIAL PARENT OR LEGAL GUARDIAN MUST DO SO FOR EACH INDIVIDUAL THAT HAS NOT REACHED THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE.)]**

2. **CONFIRMATION OF ELIGIBILITY:** I am submitting this Participation Liability/Media Release ("Release") in connection with my participation in one more workouts and athletic activities and related events in support of Team Joseph (collectively, the "Team Joseph Home Run Derby") and acknowledge and agree that it will be relied upon to allow my participation in the Team Joseph Home Run Derby.

3. **MEDIA RELEASE:** Without further consideration, I hereby grant Harry Packman and Team Joseph and their respective designees a worldwide, perpetual, sublicensable (through multiple levels), royalty-free (and fully paid up), assignable, transferable and irrevocable right and license to use, edit, reproduce, publicly perform, publicly display, transmit, promote any video or audio/visual materials of me recorded in connection with the Team Joseph Home Run Derby, including my name, city/state, photograph, image, likeness, voice, biographical and other personally identifying information about me and my actions in connection with the Team Joseph Home Run Derby (the "Participant Information") in any and all media, promotions, marketing, advertising or other initiatives, including those which may be offered by, or on behalf of, or in connection with, Team Joseph, in each instance, in such manner and at such times as Team Joseph and Harry Packman and their respective designees, in their sole discretion, may deem appropriate or desirable, all without obligation, attribution, compensation or other obligation to Participant or any third party. Further, I hereby waive all right of inspection and approval, and release the Released Entities (as defined below) from any and all liability arising out of or in connection with any such use or other exploitation of the Participant Information.

4. **LIABILITY RELEASE:** I, on behalf of myself, my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Parties") hereby release and discharge Harry Packman and Team Joseph, and each of their respective designees, agents, employees, officers, directors, representatives, heirs, successors, assigns, suppliers, licensees, donors, sponsors, marketing partners and any other person or entity affiliated with the Team Joseph Home Run Derby, Team Joseph or Harry Packman (collectively, the "Released Parties") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, promises, trespasses, direct or consequential damages, judgments, claims and demands whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, against any one or more of the Released Parties, which I or any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, arising out of my participation in the Team Joseph Home Run Derby.

5. **GOVERNING LAW:** Should a dispute arise in connection with this Release, my participation in the Team Joseph Home Run Derby or any award granted (or redeemed) in connection with the Team Joseph Home Run Derby, I agree that the statements, representations, waivers and releases made herein shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflict of laws principles. Any and all disputes arising out of or in connection with Release and/or the Team Joseph Home Run Derby shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. I hereby waive any and all objections to jurisdiction and venue in these courts and hereby submit to the jurisdiction of those courts.

6. **COMPLIANCE:** I have read, fully understand and agree to the terms of this Release in entering and participating in the Team Joseph Home Run Derby.

\_\_\_\_\_  
Signature of Participant

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

If the Participant has not reached the age of majority in his/her state of residence, his/her custodial parent or legal guardian hereby agrees to and acknowledges the foregoing on behalf of him/herself and the Participant.

Name of Custodial Parent  
Or Legal Guardian (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_