

2018 OFFICIAL REGISTRATION FORM

PARTICIPANT

NAME _____

GENDER: MALE ___ or FEMALE ___

DIVISION: BASEBALL ___ or SOFTBALL ___

BIRTHDATE ____/____/____

AGE GROUP AS OF JULY 17, 2018 _____

PARENT/GUARDIAN

NAME _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

MOBILE PHONE # _____ HOME PHONE # _____

*EMAIL ADDRESS _____

ORGANIZATION AFFILIATION (Little League, ASA, Parks & Rec, etc.): _____

AGE VERIFICATION CHART

Age is determined as of July 17, 2018. The following is an age group breakdown for the Scotts Major League Baseball® PITCH HIT & RUN™ events in 2018:

Age 7/8	July 18, 2009 - July 17, 2011
Age 9/10	July 18, 2007 - July 17, 2009
Age 11/12	July 18, 2005 - July 17, 2007
Age 13/14	July 18, 2003 - July 17, 2005

*FOR PARENT/GUARDIAN USE ONLY

I would like to receive emails focused on brands marketed by Scotts Miracle-Gro, its affiliates, and select partners, and related tips, information, and promotions.

I acknowledge that by signing this Release, Waiver, Grant and Certification, I am acting on behalf of myself and a child under 18 years old for whom I am his/her legal parent/guardian ("My Child"). I acknowledge that participation by My Child in any activities at any level in connection with Major League Baseball Junior Home Run Derby (collectively, the "Event") is voluntary. I represent that I understand the nature of the activities associated with the Event and that My Child is in good health, and in proper physical condition to participate in the Event. I acknowledge that if I believe Event conditions are unsafe, I will immediately discontinue My Child's participation in the Event. I fully understand that participation in the Event involves risks of serious bodily injury, illness, or property damage, including permanent disability, paralysis, and death, which may be caused by My Child's own actions or inactions, those of others participating in the Event (directly or indirectly) ("Participants"), the conditions in which the Event takes place, and the negligence of the released persons and entities stated below. I understand, accept, and assume all risks and dangers inherent and relating to My Child's participation in the Event.

In consideration of My Child's participation in the Event, on behalf of myself and My Child, I hereby release, forever discharge, and covenant not to sue Major League Baseball Properties, Inc., the Office of the Commissioner of Baseball, the Major League Baseball clubs, MLB Advanced Media, L.P., LEJ Sports Group, LLC, Major League Baseball Urban Youth Foundation, Major League Baseball Charities, Inc., any entities hosting any Event activities, any Event venues, and other Event-affiliated entities (collectively, "MLB"), and its and their related entities, subsidiaries, affiliates, officers, directors, partners, owners, shareholders, agents, officials, employees, Participants, successors, assigns, volunteers, rightsholders, sponsors, and/or licensees (the "MLB Persons"), and such persons and entities shall not be responsible for any death, illness, personal injury, property damage, or other loss suffered by me or My Child in connection with the Event, including as a result of the negligence of MLB or any MLB Person. The foregoing shall constitute a release and waiver of all liability, claims, demands, losses, or damages of whatever kind or nature, either in law or in equity, arising from My Child's participation in, and my attendance at, the Event.

I further agree that by signing below, I hereby forever release, discharge and covenant not to sue MLB and the MLB Persons, and I will indemnify and defend the MLB and MLB Persons from and against any and all liability arising from My Child's participation in, and my attendance at, the Event. I hereby provide the foregoing release and waiver for My Child, myself, my personal representatives, assigns, heirs, next of kin and any other person/entity that may make such a claim on My Child or me. I further agree that if, despite this release, waiver of liability and assumption of risk I, or anyone on my/My Child's behalf, makes a claim against any of MLB or the MLB Persons, I will indemnify, save, and hold harmless each of such persons and/or entities from any claim, loss, liability, damage, or cost, including attorneys' fees, incurred by any such persons or entities defending against such claims.

By signing below, I hereby grant MLB and the MLB Persons the irrevocable and assignable right to depict, without compensation and in perpetuity, in any and all media now or hereafter known, my/My Child's likeness, image, name, words, voice and/or biographical information (collectively, "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future activities related to baseball, MLB and/or the Event. I agree that such Images may be used by MLB (or its rightsholders, sponsors and/or licensees) for all purposes without notice or compensation to me. I hereby release and waive any action or cause of action that I may assert in connection with the use of the Images including, but not limited to, any claims for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of the Images in advertisements, promotions, programs and/or materials.

I hereby certify that My Child will abide by the rules and regulations of the Event. Any violation of such rules and regulations, or any false statement made in My Child's registration material, subjects My Child to immediate disqualification from the Event. I certify that My Child has participated in only one division of the Event and this division is the same in which he/she plays locally in team/league play. I understand the process of advancement in the Event.

This release, waiver, grant and certification shall be governed by the laws of the State of New York, without regard to applicable conflicts of laws provisions or the principles of comity. I expressly waive and relinquish any and all rights or benefits that I/My Child may now have, or in the future may have as to these matters released herein. This release and waiver is intended to cover all claims in connection with and/or arising out of My Child's participation and my attendance at the Event. Should any claims be deemed not to be covered by this release and waiver, I agree that all legal claims against MLB or any MLB Person, including any dispute over the terms or coverage of this release, waiver, grant and certification, may be brought on an individual basis only through confidential, final and binding arbitration before a private and impartial arbitrator (conducted in accordance with the then-current American Arbitration Association Rules & Procedures), and I hereby waive my right to commence, or be a party to, any class or collective claims or to bring jointly with any other person any claim against MLB or any MLB Person. I agree that any such claims must be brought against the Office of the Commissioner of Baseball only and may not be brought against any other MLB entity. I agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for the rights to which I/My Child am not otherwise entitled: namely being permitted to participate at the Event and the more expeditious and confidential resolution of any such disputes.

I HAVE READ THIS RELEASE, WAIVER, GRANT and CERTIFICATION AND HAVE VOLUNTARILY SIGNED BELOW. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY MLB OR MLB PERSONS.

Parent/Guardian Signature _____ Name _____ Date _____

Participant Signature _____ Name _____ Date _____