

## PUBLICITY WAIVER AND RELEASE

NBC BASEBALL FOUNDATION, a Kansas not for-profit corporation ("NBC"), desires to use and publicize the name, likeness, and other personal characteristics and private information of the individual named below ("I" or "me") for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value I will gain by participating in NBC's Baseball Round' The Clock event (the "Activity"), and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give NBC my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I acknowledge that I may be photographed while participating in the Activity. I hereby irrevocably permit, authorize, grant, and license NBC, The Greater Wichita Area Sports Commission, City of Wichita, Eck Stadium, Wichita State University, and other sponsors, hosts, coordinators, holders, producers, organizers or otherwise, and the employees, officers, directors, and agents of each of them ("**Authorized Persons**"), the right to display, exhibit, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, professional and personal biological information, and appearance ("**Materials**") in perpetuity and in any way, shape, or form and for any purpose, without further consent from or royalty, payment, or other compensation to me, and for any purpose as determined by NBC in its sole discretion.

NBC shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to NBC my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights. I acknowledge and agree that I have no right to review or approve Materials before they are used by NBC or another Authorized Person, and that NBC has no liability to me for any editing or alteration of the Materials. NBC has no obligation to create or use Materials, or to provide any credit or other acknowledgement of me in their use of the Materials.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of NBC or any other person, and I hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. I understand that NBC is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified in whole or in part.

I represent and warrant to NBC that I am at least 18 years of age, or am the parent or guardian of the minor named below, and I have full right, power, and authority to enter into and grant the rights granted by this Agreement. I further represent and warrant to NBC that I will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of NBC or of any other person on NBC's behalf, including any representations, warranties, or

agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction (each a "**Severed Provision**"), such Severed Provision shall be stricken from this Release and shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Each Severed Provision will be immediately replaced by a provision as near in terms as possible under applicable law to the Severed Provision, so as to give full force and effect, as near as possible to the original intent of the parties. NBC may assign this Agreement and its rights under this Agreement, in whole or in part, to any party. This Agreement is binding on and inures to my benefit and the benefit of NBC and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Sedgwick County, Kansas, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

**THIS AGREEMENT PROVIDES NBC WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING NBC AND OTHER AUTHORIZED PERSONS TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE NBC. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND REVIEW THIS AGREEMENT.**

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Publicity Waiver and Release.

**Witnessed By:**

Signed: \_\_\_\_\_  
Printed Name of Parent  
or Legal Guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_