

WAIVER AND RELEASE

Event: **Area Code Baseball Games**

Event Date: **July 31 - August 10, 2026**

Event Venue: **Blair Field - Long Beach, CA**

Participant: First Name: _____ Last Name: _____ Date of Birth: _____ Gender (M/F): _____

Emergency Contact Name: _____ Emergency Phone Number: _____

Please Read Carefully, Sign and Submit at Event Check-in - (Adult - 18 years of age or over; Minor - under 18 years of age)

1. NCAA/HIGH SCHOOL ELIGIBILITY. I understand and agree that if I am, or become, a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all rules, regulations, and bylaws of my state/national association, the NCAA and of any governing bodies that may be applicable to me ("the Rules"). I understand the consequences of failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport. **ATTENTION HIGH SCHOOL STUDENT ATHLETES:** I understand that if I miss any portion of school or practice to travel to and attend the Event, that my eligibility may be at risk, and I may be suspended for a portion of my season.

2. NAME AND LIKENESS RELEASE. As a condition of being permitted to participate in the Event referenced above and any related activities (**collectively, "the Event"**) wherever the Event may occur, I hereby grant permission to Code Eleven Inc., Student Sports LLC., its parent, subsidiaries, affiliates, successors, assigns, agents, contractors and Event sponsors (**collectively "CODE ELEVEN"**) permission to film, photograph, video record, and to accept videos, photographs or other materials that I may submit in connection with the Event, and otherwise record my image, voice, quotes, avatar, name, biographical data, silhouette, body dimension, shape, posture, personal property, performance data and other metrics, or any other aspect of my attendance at the Event (**collectively the "Recording"**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the Recording and the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise, without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. CODE ELEVEN shall have no obligation to use any of the rights I grant. I represent that it is not necessary for CODE ELEVEN to obtain permission from, or to pay, any third party in connection with the rights granted in this paragraph.

3. AUTHORIZATION TO COLLECT AND LICENSE TO USE DATA. While engaging in the Event, you may provide to CODE ELEVEN (1) information such as your name, contact information, email, age, gender, and other demographic, physical, physiological or identifying characteristics specifically requested from you; and (2) data regarding your use or interaction with any products or services associated with the Event, including any feedback, comments or ideas you provide about the product, testing, or your experience during the Event, as well as athletic performance data, testing results, biometric or physiological measurements, timing results, scores, rankings, and other performance metrics collected, recorded, or generated during drills, competitions, or evaluations conducted as part of the Event (collectively "Event Data"). Your participation in the Event is voluntary. By participating in the Event and providing the Event Data, you hereby grant CODE ELEVEN permission to collect, capture, record, measure, analyze and store the Event Data, and grant to CODE ELEVEN a license to use and to assign and/or license the Event Data to third parties for any purposes whatsoever, including, but not limited to, promotional purposes and modifying or improving products and services without compensation, reservation or limitation.

4. PHYSICAL CONDITION AND MEDICAL AUTHORIZATION. I warrant that I am physically and mentally able to fully participate in the Event. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.***

5. ASSUMPTION OF RISK AND INDEMNITY. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage, and severe social and economic losses. These may result from my own actions or inactions or negligence, as well as the actions or inactions or negligence of others, the rules of play, and the condition of the facilities and equipment or vehicles. Further, there may be other risks not known to me and not reasonably foreseeable at this time. ***I understand and I have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I further agree to indemnify and hold harmless the Released Parties (as defined below) from any and all claims by any third parties arising from my participation in the Event.***

6. RELEASE FROM LIABILITY. ***I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, fully and forever release and discharge Code Eleven Inc., Student Sports LLC and their parent, affiliates and subsidiaries, their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively, the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims, excluding gross negligence and intentional misconduct claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Event, including transportation related to the Event, even if it is due to the negligence of the Released Parties, to the fullest extent permitted by law.***

7. EQUIPMENT AND FACILITIES INSPECTION. I agree that before I participate in any portion of the Event, I will inspect the related facilities and equipment and will immediately advise a supervisor of the Event of any unsafe condition. I will refuse to participate in the Event until all unsafe conditions observed by me have been remedied.

8. INSURANCE AND ARBITRATION. I acknowledge that CODE ELEVEN has not arranged for, nor carries, any insurance of any kind for my benefit, and that I am solely responsible for obtaining and paying for any health, life, travel, accident, property or other insurance relative to my injuries or any other loss I may sustain while participating in the Event. This Waiver and Release Form shall be governed by the laws of the State of California. In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Los Angeles, California, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I have read this Waiver and Release, fully understand and freely agree to its terms and understand that I am giving up substantial rights by signing it. I certify that I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent and agreement as indicated below.

PARTICIPANT SIGNATURE

PRINT FULL NAME

DATE SIGNED

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. I understand that transportation may be provided, and, in the event transportation is provided, I consent to the participant taking the vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Waiver and Release, and (2) authorize any medical treatment for Participant deemed reasonably necessary by on-site personnel. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have, whether suffered by me or my child or ward either before, during or after such participation, for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR GUARDIAN SIGNATURE

PRINT FULL NAME

DATE SIGNED