

MLB Advanced Media, L.P.
CONSENT, ASSIGNMENT AND RELEASE

In exchange for the ability to participate in a competition (the “**Competition**”) where MLB Advanced Media, L.P. (“**MLBAM**”) will be providing information, data, access, and use of Major League Baseball trademarks, service marks and logos solely as set forth herein, as well as the possibility of other rewards in respect of the Competition, the receipt of which opportunity shall be sufficient consideration (the “**Consideration**”) for this Consent, Assignment and Release, I do hereby:

1. accept a limited, non-exclusive, non-transferrable, non-sublicenseable, revocable, royalty-free license to use certain Major League Baseball trademarks, service marks, logos, copyrighted material and other intellectual property, as provided by MLBAM solely for the purpose of preparing a project or projects as part of the Competition (each and collectively, a “**Submission**”);
2. agree to keep and maintain the confidentiality of any Confidential Information provided to me by MLBAM in respect of the Competition. “**Confidential Information**” means information disclosed by MLBAM, including, but not limited to, trade secrets, any information relating to product plans, designs, ideas, concepts, costs, prizes, finances, marketing plans, business opportunities, personnel, research, development or know-how and any other technical or business information. Confidential Information will not include information that (a) is now or subsequently becomes generally available to the public through no fault or breach on my part; (b) I can demonstrate to have had lawfully in my possession without an obligation of confidentiality prior to disclosure hereunder; (c) is independently developed by me without the use of any Confidential Information of MLBAM as evidenced by written documentation; or (d) I lawfully obtain from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information. Confidential Information may be shared within the Competition to other participants who have agreed to this License, Assignment and Release;
3. consent to be photographed and/or aurally and/or visually recorded by MLB Advanced Media, L.P. and/or its service providers (such photographs and recordings, the “**Recording(s)**”);
4. assign and transfer to the MLB Entities (defined below) any and all right, title and interest in and/or to the Submission and the Recording(s) (including, but not limited to, the right in perpetuity to use, display, depict and exploit the Submission and the Recording(s) in any Major League Baseball-related production in any medium now known and/or hereafter developed) throughout the world in perpetuity without receiving any notification or permission, or any consideration in addition to the Consideration, and/or payment of any compensation to me or my heirs and/or successors;
5. authorize and consent to the use (including, but not limited to, the display and depiction) of the Submission and the Recording(s) (including, but not limited to, my name, likeness, voice and/or biographical data contained therein) throughout the world in perpetuity by and/or on behalf of MLB Advanced Media, L.P. (“**MLBAM**”) and/or any other MLB Entity in connection with any advertising, marketing, publicity and/or exploitation of any business endeavor, work and/or project of any MLB Entity;
6. expressly acknowledge and agree that I shall have no right of approval, or notification or permission, with respect to the Submission or the Recording(s) (including, without limitation, my name, likeness, voice and/or biographical data contained therein) in any respect (including without limitation any editing or other modification of the Submission and/or the Recording(s) and/or the use thereof, in whole or in part, in and/or in connection with any work by and/or on behalf of any MLB Entity); and
7. release in perpetuity MLBAM, the Office of the Commissioner of Baseball (“**BOC**”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“**Clubs**”), Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (each, an “**MLB Entity**”; collectively, the “**MLB Entities**”) from any and all liabilities, claims, demands, losses, promises and causes of action of any kind with respect to the use by any MLB Entity and/or any right in and/or to the Submission and/or the Recording(s) (including, without limitation, my name, likeness, voice and/or biographical data contained therein) including, but not limited to, any claim of false endorsement and/or right of publicity and/or privacy.

This Consent, Assignment and Release shall be construed in accordance with the laws of the United States and the State of New York applicable to agreements executed and wholly performed therein without regard to any conflict of law provision thereof. I hereby agree that any dispute arising out of or relating to this Consent, Assignment and Release shall be instituted and prosecuted in the courts of competent jurisdiction of the State of New York located in New York County, and I irrevocably submit to the jurisdiction and venue of such courts and waive any right to object to or challenge the appropriateness of such courts in any respect.

I have fully read and fully understand the preceding paragraph and all other terms and conditions set forth herein, and my signature below constitutes my (a) acknowledgement that I am of legal age of majority in the jurisdiction in which I reside and am at least eighteen (18) years of age and (b) acceptance of and agreement with the terms of the preceding paragraph and all other terms and conditions:

ACKNOWLEDGED AND AGREED TO BY:

Signature: _____

Print Name: _____

Address: _____

Date: _____
