

**AT&T SPORTSNET PITTSBURGH, LLC**  
**VIDEO PARTICIPANT RELEASE, WAIVER, AND COVENANT NOT TO SUE**  
**(To Be Signed by (or on behalf of if under 18) all Individuals Appearing in #bringyourswing)**

Adult Participant/Guardian: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY

Address: \_\_\_\_\_  
\_\_\_\_\_

Minor Participant 1 (if applicable): \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY

Minor Participant 2 (if applicable): \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY

This release, waiver, and covenant not to sue ("Release") is made as of the date set forth below, by the undersigned on behalf of myself as the above referenced Adult Participant/Guardian and any Minor Participant(s) listed above (collectively, "Participant(s)") in favor of **AT&T SportsNet Pittsburgh, LLC** and its parents, subsidiaries, and affiliates, and their respective production service providers, contractors, agents, sponsors and advertisers (collectively, "Producer") with regard to Participant(s)' participation in and/or in connection with any production(s) or promotion created by or on behalf of Producer (the "Production").

1. Release/Waiver/Covenant Not to Sue/No Injunctive Relief: In consideration of permitting my/our participation in the Production, the undersigned, on behalf of myself as the above referenced Adult Participant/Guardian, any listed Minor Participants, my spouse or partner (if any), and each of our respective past, present, and future heirs, executors, estates, administrators, trustees, agents, representatives, and assigns (collectively "Releasors"), hereby irrevocably RELEASE, AGREE TO HOLD HARMLESS, WAIVE, AND DISCHARGE ANY AND ALL LIABILITY of Producer and each of Producer's respective past, present and future parents, subsidiaries, and affiliates and their respective past, present and future officers, directors, employees, contractors, volunteers, insurers, licensees, agents, representatives, successors and assigns (collectively, the "Released Parties"), from any and all claims, demands, losses, damages, costs (including, without limitation, attorneys' fees), and/or actions of any nature (including, without limitation, claims for injunctive relief), whether arising from, without limitation, the sole or partial negligence of Producer or otherwise, which Releasors may have in connection with my/our participation in the Production, including, without limitation, those arising from any alleged personal injury (including, without limitation, death), loss of consortium, property damage or loss, libel, slander, defamation, infringement of any right of publicity, invasion of privacy, false association or false endorsement, or exercise of any rights granted herein (collectively "Claims"). On behalf of the Releasors (including myself), I further hereby irrevocably and unconditionally acquit, COVENANT AND AGREE NOT TO SUE OR INSTITUTE ANY OTHER ACTION OR CLAIM, whether for damages or equitable relief, against the Released Parties for any Claims arising from the Production.
2. Grant of Rights: The undersigned, on behalf of all Participant(s) listed above (including myself), grants Producer an irrevocable, perpetual, worldwide, royalty-free right (but not obligation) to make, use and exploit visual and/or audio recordings and still images of such Participant(s) (collectively, the "Recordings") and to use my/our name(s), voice(s), likeness(s), and/or biographical information (collectively "Participant(s)' Persona(s)"), in whole or in part in any and all media now or hereafter devised, including without limitation, use of Participant(s)' Persona(s) in the Recordings, in connection with the Production, in connection with any materials used for the purpose of advertising and promoting the Production and/or in connection with any of the Released Parties' businesses (including, without limitation, in connection with the Pirates Pregame Show television programs in connection with the #bringyourswing campaign). The undersigned agrees that these rights include, without limitation, Producer's right to edit, excerpt, display, distribute, telecast, stream, rerun, record, publish, reproduce, license, print, and/or otherwise use/exploit the Recordings and Participant(s)' Persona(s), in its sole discretion without further compensation or notice to any such Participant(s), as well as an assignment to Producer of any interest any such Participant(s) may have in any copyrightable content contained in the Recordings.
3. Publicity: Participant(s) (including myself) shall not make any announcements, issue any press releases or otherwise disseminate to the public any information regarding the Production or Producer's activities in connection therewith, the terms of this Release and/or the services performed by Participant(s) for Producer, without the prior written consent of Producer in each instance. Additionally, such Participant(s) shall have no right to use the names, trademarks, logos or trade names of Producer or the Production for any purpose whatsoever, including, but not limited to, publicity, public relations, merchandising or self-promotion purposes.
4. Jurisdiction: This Release shall be governed by the laws of the State of New York (without regard to its conflicts of laws provisions).
5. General: The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. Nothing herein shall limit or derogate from Producer's rights as a member of the general public. I confirm that I have read, fully understand this Release, and am signing it freely and voluntarily. This Release constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and cancels and supersedes all prior or contemporaneous agreements, communications and understandings (whether written or oral) between the parties relating to the subject matter hereof. If any provision of this Release is held to be invalid or unenforceable, no other provision of this Release shall be affected as a result thereof, and the remaining provisions shall remain in full force and effect as though such invalid or unenforceable provision was not included herein. I acknowledge that I had the opportunity to request a copy of this Release to sign in hard copy, and instead am choosing to provide a signature via an electronic method (including, but not limited to, signing via a mobile application). I further understand that providing my electronic signature on this Release will have

the same binding effect as if I was providing an original handwritten signature, and that Participant(s) (including myself) will thereby be bound to the terms of this Release.

6. Authority to Sign: If any Minor Participants are listed above I hereby confirm that I am the parent/legal guardian of such Minor Participants and have authority to sign on behalf of such Minor Participants, and I agree that this Release binds me and all such Minor Participants to all terms hereof.

**Agreed to and Accepted by:**

Signature of Adult Participant/Guardian: \_\_\_\_\_

Printed Adult Participant/Guardian's Name: \_\_\_\_\_

Date: \_\_\_\_\_