

PLAYER AND PARENT/LEGAL GUARDIAN REGISTRATION AGREEMENT

In order to complete registration of your player, the parent or legal guardian of the player must read, understand, and check the box next to AGREEMENT below as their signature. By doing so, the parent or legal guardian agrees to the terms of this Player and Parent/Legal Guardian Registration Agreement (“**Agreement**”) on behalf of themselves and their minor child. **No player will be allowed to participate in any event without a completed Agreement.**

Agreement. The player named below and myself, as the parent or legal guardian of the player named below (referred to as “**I**” or “**me**”) desire to participate in baseball games, tournaments, and other related activities (the “**Activity**”) provided by Rocky Mountain Tournaments, LLC d/b/a CABA Colorado, a Colorado limited liability company (the “**Company**”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I and the minor child I represent agree to all the terms and conditions set forth in this Agreement.

Assumption of Risk. I, AND THE MINOR CHILD I REPRESENT, ARE AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I, OR THE MINOR CHILD I REPRESENT, SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I, AND THE MINOR CHILD I REPRESENT, ACKNOWLEDGE THAT WE ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM OUR PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

Release of Claims. I, and the minor child I represent, hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “**Releasees**”), arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I, and the minor child I represent, covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for liabilities that Colorado law does not permit to be released by agreement.

Indemnification. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

Medical Treatment. I, and the minor child I represent, hereby consent to receive medical treatment deemed necessary if injured or require medical attention during participation in the Activity. I understand

and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I, and the minor child I represent, hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

Decision to Participate. I understand and agree that I, as the parent or legal guardian of the minor child participating in the Activity, am solely responsible for all determinations about whether participation in the Activity is safe. The Company intends to provide the Activity if the field is open and available. If I determine that it is too hot, cold, or windy, or other conditions such as the air quality are unsafe, I will make the determination as to whether my minor child will participate in the Activity in my sole discretion.

Consumption of Alcohol. I understand and agree that alcohol may be consumed at the Activity depending on the particular location's rules and that the Company does not have control over alcohol consumption. I further understand and agree that if I or any others I bring to the Activity consume alcohol, I shall indemnify, defend, and hold harmless the Releasees from and against all liability, claims, actions, damages, costs, or expenses, including attorneys' fees, that may arise, directly or indirectly out of or in connection with the use or consumption by me or another person I bring to the Activity of alcohol. I understand that alcohol can cause serious health consequences and unacceptable behavioral manifestations. I will comport myself at all times in a sportsmanlike and courteous manner in accordance with the code of conduct set forth below.

Insurance. Each registered team must provide the Company a certificate of insurance that meets the requirements set by the Company at least fourteen (14) days prior to an activity or event. I acknowledge and agree that it is solely my responsibility to ensure that the minor child I represent is covered by that insurance. I further acknowledge and agree that neither Company's insurance nor any other insurance (including without limitation any insurance maintained by any sponsor of an activity or event or by the owner or lessee of the premises at which the activity or event occurs) extends to cover me, the minor child I represent, or any personal belongings we bring to an activity or event.

Lost or Stolen Property. I acknowledge and agree that neither the Company nor any sponsors of an activity or event nor the owner or lessee of the premises at which an activity or event occurs will be liable for any lost or stolen property.

Property Damage. I understand and agree that I am personally responsible for remedying any damage caused by myself, my minor child, or others I bring to the Activity including without limitation trespassing by climbing fences or otherwise, wearing cleats on portable mounds, and making alterations to fields such as adding any type of dirt or drying agent.

Photo/Video Release. In consideration of being permitted by the Company to participate in the Activity, I irrevocably give the Company permission, and grant to the Company the right, to film, record, and photograph me and the minor child I represent (the "**Recording**"). I hereby irrevocably grant and license to Company and its affiliates, successors, licensees, agents, and assigns ("**Authorized Persons**") the rights to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to use, the Recording. Further, I hereby irrevocably permit, authorize, and license the Company and the Authorized Persons to identify me and the minor child I represent by name. 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 arising directly or indirectly from the Authorized Persons'

exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Recording.

Code of Conduct. I, the minor child I represent, and any others I bring to the Activity will abide by the following code of conduct:

- I will remember that I am at a contest to support my team and to enjoy the skill and competition; not to intimidate or ridicule the other team and their fans, officials, or coaches from my own team.
- I will encourage the athletes to play by the rules. I will remember that children learn best by example, and so I will applaud the good plays of both teams.
- I will show a positive attitude toward the game and all of the participants. I will not embarrass any athletes by yelling at players, coaches, or officials.
- I will emphasize sportsmanship through my verbal and physical behavior. I will not use profane language.
- I will support the officials on and off the field. This will help in the development and support of the game and any criticism of the officials only hurts the game.
- I will applaud a good effort in both victory and defeat, and enforce the positive points of the game.
- I will recognize the importance of coaches. They are important to the development of athletes and the sport.
- I will be a positive role model during and after all events.
- I will remember, participating in athletics and being a fan in the stands is a privilege, not a right. I will not engage in offensive or disparaging comments, verbal, written (including on social media), or otherwise about a player, parent, coach, official, event, or the Company. I will not post or otherwise disseminate material that is negative, offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, hateful or racist.
- Violation of any aspect of this Code of Conduct by myself or anyone associated with myself or my player will result in either a verbal warning or ejection from the Company's Activities for the remainder of the season.

Removal of Player or Team. If I, or any others I bring to the Activity act in violation of the code of conduct or otherwise in violation of the Company's rules as determined by the Company in its sole discretion, I understand and agree that the Company may remove my associated player or team from the Activity and no refund will be provided.

This Agreement constitutes the sole and entire agreement of the Company and me and my minor child with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective heirs,

successors, and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Denver, Colorado and I hereby consent to the exclusive jurisdiction of such courts.

BY CHECKING THE BOX, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Agreement.