



## **General Waiver and Release of Liability 2015 POWER SHOWCASE**

- Complete the PDF file online or print out and mail to:  
Event Coordinator POWERSHOWCASE, INC.  
6663 HOLLANDAIRE DRIVE WEST  
Boca Raton, Florida 33433

I hereby represent that I am \_\_\_\_\_  
("PARTICIPANT NAME") or PARTICIPANT'S parent/legal guardian. In consideration for permitting the PARTICIPANT to participate in attempting to catch baseballs in the outfield as part of Marlins' batting practice and other on-field or baseball-related activities (collectively, the "Baseball Activities") as part of the **POWER SHOWCASE** (the "Power Showcase") to be held on December 28, 2014 – January 2, 2015 at Marlins Park, I, as PARTICIPANT or I, as the parent/legal guardian of PARTICIPANT hereby agree as follows:

1.  I acknowledge that PARTICIPANT is not employed by Miami Marlins, L.P. (the "Marlins") or any minor league club or other organization affiliated with the Marlins and that PARTICIPANT is not required to participate in the Baseball Activities being conducted at the POWER SHOWCASE. PARTICIPANT'S participation is voluntary and solely for PARTICIPANT'S benefit. I acknowledge that the Marlins can withdraw PARTICIPANT from the Baseball Activities at any time for failure to comply with the rules and regulations of the POWER SHOWCASE or for any other reason within the Marlins' reasonable discretion.

2.  I acknowledge and agree that PARTICIPANT'S participation in the Baseball Activities may require PARTICIPANT to engage in strenuous and potentially dangerous physical activities, including but not limited to the risk of being hit by a batted baseball and other baseball-related activities. I am not aware of any reason, medical or otherwise, why PARTICIPANT should not participate in the Baseball Activities, and I, **on behalf of**

**PARTICIPANT, do hereby accept all risks, conditions, obstacles, and hazards, whether known or unknown, of participating in the Baseball Activities.**

3.  I, **ON BEHALF OF PARTICIPANT, AGREE TO, AND HEREBY DO, INDEMNIFY, WAIVE, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND COVENANT NOT TO SUE THE MARLINS, Marlins Stadium Operator, LLC, the City of Miami, and Miami-Dade County,** and the members, partners, officers, directors, employees, affiliates, representatives, volunteers and agents of each of the above-mentioned entities (the “Marlins Parties”) with respect to any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of PARTICIPANT’S participation in the Baseball Activities which PARTICIPANT and/or PARTICIPANT’S personal representatives, whether individually or collectively any family, heirs, successors and assigns may have or hereafter have against the Marlins Parties by reason of any injuries that PARTICIPANT may sustain, whether to PARTICIPANT’S person, property or reputation, or which result in PARTICIPANT’S death, as a result of or incident to or otherwise in connection with the Marlins Parties’ active or passive negligence and/or PARTICIPANT’S participation in the Baseball Activities.

4.  I, on behalf of PARTICIPANT, hereby consent, solely in connection with PARTICIPANT’S participation in the POWER SHOWCASE, to (i) the recording, of PARTICIPANT’S voice, actions, likeness (actual or simulated), name, sobriquet, picture, photograph, silhouette, appearance, and other reproductions of PARTICIPANT’S physical likeness (as the same may appear in any still camera photograph and/or motion picture film or tape) and biographical information (collectively “Likeness”) and (ii) the use of PARTICIPANT’S Likeness by the Marlins or licensee or affiliate of the Marlins in any and all media, whether now known or hereafter devised, worldwide, and in perpetuity and without compensation due or owing to PARTICIPANT.

5.  I certify that I am at least eighteen (18) years of age OR I am the parent/legal guardian (Circle One) of \_\_\_\_\_, and have knowingly and willingly signed and delivered this General Waiver and Release of Liability.

6.  I UNDERSTAND THAT BY SIGNING THIS GENERAL WAIVER AND RELEASE OF LIABILITY I AM GIVING UP PARTICIPANT'S LEGAL RIGHT TO SUE THE MARLINS PARTIES AND/OR TO SEEK COMPENSATION FROM THE MARLINS PARTIES FOR ANY INJURIES OR DAMAGES THAT PARTICIPANT MAY INCUR AS A RESULT OF OR INCIDENT TO OR OTHERWISE IN CONNECTION WITH THE ACTIVE OR PASSIVE NEGLIGENCE OF THE MARLINS PARTIES IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN POWER SHOWCASE.

7.  I HAVE READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND AGREE TO ALL OF ITS TERMS.

**IN WITNESS WHEREOF**, the undersigned has executed this General Waiver and Release of Liability this \_\_\_\_ day of \_\_\_\_\_, 2014.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Parent signature required if PARTICIPANT under the age of 18

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