

**Performer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”)**

In consideration of the Boston Red Sox Baseball Club Limited Partnership (the “Club”) allowing me (“I”, “my” or “myself”) and/or my child/ward, if applicable, (each, a “Ward”) to participate in any way in activities relating to a Boston Red Sox baseball game at Fenway Park (the “Game”), including, without limitation, activities taking place in the concourse at Fenway Park or on the Club-controlled portion of Jersey Street in connection with the Game (the “Activities”) as a performer, participant, or spectator (a “Participant”), I, on behalf of myself and/or my Ward(s), am agreeing to the terms of this Agreement, including the general waiver and release of liability described below.

I, on behalf of myself and/or my Ward(s), fully understand that there are risks relating to my and/or my Ward’s (or Wards’) participation in or observation of the Activities including the risk of serious bodily injuries such as permanent disability, paralysis or death and property damage, which injuries and damage could arise out of my and/or my Ward’s (or Wards’) own actions or inactions, those of others participating in or observing the Activities, the weather or other conditions in which the Activities takes place, my or my Ward’s (or Wards’) health conditions, the structure or maintenance of Fenway Park, equipment used in connection with the Activities, or the negligence of the Released Parties named below. I, on behalf of myself and/or my Ward(s), also fully understand that all risks are not apparent, knowable or foreseeable. I, on behalf of myself and/or my Ward(s), hereby knowingly and voluntarily assume all risks relating to the Activities, including the risks of serious bodily injuries such as permanent disability, paralysis or death, whether occurring prior to, during or subsequent to the actual playing of the game (including, without limitation, all warm-ups, practices, pre-game, post-game and between-inning activities, promotions and competitions and other activities), and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of my participation in or observation of the Activities. This assumption of risk includes specifically (but not exclusively) risks and dangers relating to the structure and condition of Fenway Park, and the danger of being injured by thrown or flying objects including bats, broken bats, or bat fragments, thrown or batted balls, or other thrown, dropped, or launched items, projectiles or other objects; incidents involving patrons who have consumed alcoholic beverage; spills of food or beverages; incidents or accidents associated with crowds of people or the negligence, misconduct or the unruly behavior of patrons or third parties; and other hazards and distractions. I, on behalf of myself and/or my Ward(s), acknowledge that the Club will not be responsible for supervising me, my Ward(s) or any other individuals participating in or observing the Activities and agree to assume all responsibility and liability for my own consumption of alcoholic beverages. It will be my responsibility to discontinue participation in or observation of the Activities if I believe that any circumstances relating to the Activities are unsafe or that my and/or my Ward’s (Wards’) participation in or observation of the Activities will result in harm to me or my Ward(s).

I, on behalf of myself and/or my Ward(s), voluntarily agree to comply with any stated and customary terms and conditions (which have been made available to me) for my and/or my Ward’s (or Wards’) participation in or observation of the Activities. If, however, I observe an unusual and/or significant hazard during my observation or participation in the Activities, I will remove myself or my Ward(s) from participation or observation and bring such hazard to the attention of the nearest Activities official.

To the fullest extent permissible by applicable law, I, for myself and/or on behalf of my Ward(s) (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Club, N.E.S.V. I, LLC, Old Towne Team Realty Trust, the other MLB Entities (defined below) and participating teams and each of their respective employees, players, managers, coaches, officers, directors, partners, agents, licensees, vendors, independent contractors and representatives, affiliates, successors and/or assigns, as well as their respective sponsors, partners, volunteers, and, if applicable, owners and lessors of the premises used to conduct the Activities (collectively, the “Released Parties”), WITH RESPECT TO ANY AND ALL INJURY, SUITS, COSTS, LIABILITY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me or my Ward(s) in connection with my or my Ward’s (or Wards’) participation in or observation of the Activities, whether arising from the negligence of the Released Parties or otherwise. I, on behalf of myself and/or my Ward(s), further agree to indemnify, defend and hold harmless the Released Parties from any loss, liability, cost, claim and/or damages arising from the Participant’s participation in or observation of the Activities, including but not limited to reasonable attorney’s fees. This waiver and release specifically includes and bars any and all claims relating to ballpark design, the adequacy of safety netting, the adequacy of warnings about risks, the use or promotion of entertainment or media that might be distracting to patrons, and any other claim for personal injury, property damage, or other loss suffered as a result of participation in, attendance at, or observation of home games at Fenway Park and/or resulting from the negligence of any Released Parties. “MLB Entities” shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“MLB Clubs”), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., 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 MLB Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

I attest and verify that I am over 18 years of age and am legally signing on behalf of myself or, if applicable, my Ward(s). I acknowledge that I, for myself and as my Ward’s (or Wards’) parent/legal guardian (if applicable), am aware and informed of the inherent risks in participating in or observing the Activities and that the Participant’s participation in or observation of the Activities is entirely voluntary.

I, on behalf of myself and/or my Ward(s), consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in or observation of the Activities and hereby release and indemnify the Released Parties from any and all liability or claims arising out of such treatment and/or services.

I hereby grant permission to the Red Sox and their affiliates to use and authorize others to use my or my Ward’s (or Wards’) name and/or photograph or other likeness for promotional and advertising purposes throughout the world in any media now known or hereafter devised in perpetuity without compensation to me or my Ward(s) or our respective heirs.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE ACTIVITIES.** I am signing this Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

<b>Participant Name (Print):</b>	<b>Date:</b>
<b>Email:</b>	
<b>Phone:</b>	<b>In case of emergency, please contact:</b>
<b>Signature:</b>	<i>(Name and Telephone Number)</i>

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**MINOR(S)/WARD(S): IF PARTICIPANT(S) IS(ARE) UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS REQUIRED BELOW.**

<b>Participant Name (Print):</b>	<b>Date:</b>
<b>Email:</b>	
<b>Phone:</b>	<b>In case of emergency, please contact:</b>
<b>Signature:</b>	<i>(Name and Telephone Number)</i>