

CONSENT, RELEASE, WAIVER AND INDEMNITY

I am a participant and/or the parent of a participant (each a "Participant") in the Firestone High School Baseball program (the "Program"). I hereby grant permission to the Firestone Baseball Association ("Boosters"), its legal representatives and assigns, those for whom the boosters is acting, and those acting with its authority the absolute right and permission to take and use, re-use, publish and republish in any manner, including specifically on the website located at www.falconbaseball.org, audio and visual media of any and all kinds, including, without limitation, video, film, digital recordings, photographic portraits or pictures, of Participant or in which Participant may be included, in whole or in part, or composite or distorted in character or for, without restriction as to changes or alterations at any time, in conjunction with Participant's own name, or reproduction thereof in color or otherwise made through any media for purposes of promoting the program and for any other related purpose. I further release, discharge and agree to hold harmless, the Boosters, its affiliates, officers, employees, directors, agents and legal representatives from any liability by virtue of any alteration or distortion of such pictures, intentional, or otherwise, that may result from the publication thereof.

I also consent to the use of any printed material in conjunction with Participant's name and likeness. I hereby waive any right that Participant may have to inspect or approve the finished products or the advertising copy or printed matter that may be used in connection with my name and likeness or the use to which it may be applied. The decision of whether or not to use images in support of the program in any subsequent production in whatever form rests solely within the discretion of the Boosters and its agents.

I expressly acknowledge that I have not signed nor is there on file an Akron Public Schools Media Refusal Form with respect to Participant.

I agree that this agreement is intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. Furthermore, I agree that the laws of Ohio, other than choice of law provisions, shall control over any action brought by me and arising from my son or daughter's participation in the Program, and that any and all claims shall be subject to the exclusive jurisdiction of the federal and state courts located in Summit Count, State of Ohio and governed by its substantive and procedural laws.

I hereby warrant that I am of legal age and sound mind and have every right to contract in my own name in the above regard. I HAVE READ THIS AGREEMENT, PRIOR TO ITS EXECUTION, AND AM FULLY FAMILIAR WITH THE CONTENTS THEREOF.

In the event that the Participant is under the age of 18 years, the undersigned, being a parent or legal guardian of the player, hereby consents and agrees to the foregoing with respect to such player as a Participant and hereby verifies that the above terms of the Consent and Release have been read in their entirety and understood, and the below named parent or legal guardian hereby agrees to each and every term and condition of the above Consent & Release.

In witness whereof, Participant has executed this Consent, Release, Waiver, and indemnity on this _____ Day of _____ 2008

Player's Printed Name

Parent's Printed Name

Signature of Parent/Guardian on behalf of Such Parent and Player

Signature of Player/Birth date (If over 18)