

FUN AT BAT PARTICIPATING ORGANIZATION TERMS AND CONDITIONS

This Agreement (“Agreement”) is made by and between, you on behalf of the school or other entity identified in the online application form (the “Participating Organization”), and United States Baseball Federation Inc., dba USA Baseball (“USAB”). The Participating Organization and USAB may be collectively referred to herein as the “Parties,” or individually as a “Party,” to this Agreement.

You, on behalf of the Participating Organization, are hereby requesting the approval of USAB to organize the FUN AT BAT Program (the “Program”). You represent and warrant that you are duly authorized to act as agent on behalf of the Participating Organization and that you have the authority to bind the Participating Organization to this Agreement. You agree that the terms of this Agreement shall apply equally to you and to any third parties for whom you are acting as agent. The terms “you” and “your” shall refer equally to you, the Participating Organization, and the Participating Organization’s affiliates. Your agreement to these terms is in consideration for the Participating Organization’s right to participate in the Program.

1. **Program Details.** The Participating Organization shall be solely responsible for organizing and operating the Program and for securing appropriate fields or facilities to conduct the Program. The Program will be conducted at the location(s) identified in the online application form, subject to final approval from USAB.
2. **Program Materials.** USAB will provide the Participating Organization with Program materials, which include any Participant booklets, educational materials, equipment, and all other materials provided by or on behalf of USAB related to conducting the Program (collectively, “Program Materials”). Program Materials shall be provided in physical or digital form, at USAB’s discretion. USAB and MLB retain the exclusive right to arrange sponsorship or other commercial arrangements related to the Program, and Participating Organization acknowledges and agrees that the Program Materials may contain the names, logos, URLs, or other indicia of such sponsors or other third parties, and that its participation in the Program is conditioned upon its use of such Program Materials. Program Materials shall be provided in physical or digital form, at USAB’s discretion. The Participating Organization shall only use or distribute Program Materials as authorized by USAB and in direct connection with the Program. All Program Materials not distributed or used during the Program will be destroyed or returned to USAB at the sole cost of the Participating Organization, as instructed by USAB at USAB’s discretion. Upon written approval from USAB, the Participating Organization may instead retain any undistributed or unused Program Materials to use and distribute during future sessions of the Program. Any use and/or copying of the Program Materials for purposes other than participation in the Program pursuant to this Agreement is strictly prohibited. Under no circumstances shall the Participating Organization modify or create derivative works of any Program Materials for any reason, nor shall the Participating Organization use or

adapt the Program Materials in connection with any competing and/or derivative program.

3. **Participating Organization Obligations.** The Participating Organization agrees to and shall abide by all terms and conditions in this Agreement and as may be communicated by USAB with respect to the Program and all activities related to the Program. In particular you agree to the following:
 1. To conduct the Program to the best of your abilities and bear all costs, expenses, responsibilities and liabilities in connection with this Agreement and the Program except as may be expressly stated to the contrary herein;
 2. To use best efforts to provide baseball participation, registration, and other Program-related information to participants when such materials are provided by USAB;
 3. To conduct the Program at no cost/charge to the Program participants;
 4. To cooperate with USAB to ensure accurate completion of appropriate waivers, parental permissions, and all other obligations related to participants and/or staff involved in the Program. Wherever possible, such waivers and permissions shall be entered as directed by USAB. Appropriate waivers, permissions, and consents shall be completed using USAB-provided forms;
 5. To refrain from charging any fees of any kind to any Program participants for participation in the Program. In the event the Participating Organization seeks to conduct the Program as part of a larger event where participation/attendance fees are charged, the Participating Organization must obtain prior USAB approval;
 6. To encourage Participating Organization staff members who participate in the execution of the Program to participate in Program surveys when provided by USAB;
 7. To ensure that the Participating Organization's staff wears neat and presentable athletic wear that may be inclusive of its own marks while administering the Program; and
 8. USAB recommends that the Participating Organization offers all individuals who will conduct the Program information to access the free online Fun At Bat training module. https://api.mobilecoach.org/scorm?token=7397b17f-2c42-4e13-bcbe-f30ea3502788&asset=3f450106-2155-4d31-8763-3afe347fae7f&locale=en_US
4. **Term of Agreement and Duration of License.** The term of this Agreement commences upon USAB's confirmation of its receipt of your online form submission and the Participating Organization's eligibility, and shall continue in effect unless terminated pursuant to the termination provisions herein.
5. **License.** In consideration of the performance by the Participating Organization of the covenants and conditions herein, and subject to the termination provisions contained in this Agreement, USAB hereby grants the Participating Organization a limited non-exclusive and terminable license to use the following terminology: "Fun At Bat Hosted by" or other similar terminology that is pre-approved by USAB and that is communicated to the Participating Organization by USAB.

6. **Restrictions.** The Participating Organization agrees that the Program shall be branded and promoted as “Fun At Bat” (or whatever subsequent branding USAB may communicate to the Participating Organization). The Participating Organization also agrees that the Participating Organization shall not use the standalone USAB trademark. The Participating Organization is also prohibited from using any marks, names, logos, images or other intellectual property of USAB or MLB (as defined below) (or any of its affiliates) in any manner, and are prohibited from making any written or oral statements or communications which in any way state or imply that the Participating Organization or any third party is in any way sponsored by or affiliated with USAB or MLB (or any of its affiliates), or that Participating Organizations or any third parties sponsor the Program, without the advance, express, written approval of USAB or MLB, as applicable, in each instance. The Participating Organization agrees to provide USAB in advance of any publication, any and all collateral or promotional materials regarding their participation in the Program, for USAB’s written approval. USAB will provide its notice of approval or disapproval within seven working days. On the eighth working day after submission of such materials, if the Participating Organization has not received USAB’s notice of approval or disapproval, such materials shall be deemed approved; provided that, notwithstanding the foregoing, express written approval is required pursuant to the above for any collateral or promotional materials featuring any intellectual property of MLB or any of its affiliates. The restrictions and obligations under this Section 6 shall survive termination of this Agreement for any reason. For purposes of this Agreement, “MLB” means Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Online Services, Inc., the Office of the Commissioner of Baseball, the Major League Baseball Clubs and each of their respective present and future affiliates, successors and assigns.
7. **Disclosures and Confidentiality.** All disclosures made to the Participating Organization by USAB regarding USAB, MLB, the Program, this Agreement, USAB or MLB’s involvement in the Program, USAB’s business, financials, and all USAB or Program related vendor, supplier, player, partner, team, coaching staff or other business partner information, lists, contact information and any other information that is identified as or would be reasonably understood to be confidential and/or proprietary, will be kept secret and confidential by the Participating Organization, its officers, agents, and employees, using at least the same degree of care used by the Participating Organization to protect its own proprietary information, but in any case using no less than a reasonable degree of care. The Participating Organization will not, nor will it allow any of its officers, agents, and employees to: (i) make any use of these disclosures except as expressly authorized by USAB; or (ii) use such disclosures in connection with any competing and/or derivative program. These restrictions shall remain in force for a period of three years from the Participating Organization’s receipt of the disclosure in question. These restrictions shall not apply where the disclosures enter the public domain through no fault of the Participating Organization, are generally known in the industry, or become known to the Participating Organization other than by means which would constitute a breach of this Agreement and these confidentiality obligations. These obligations of confidentiality and non-disclosure shall survive any termination of this Agreement for any reason. All disclosures made to USAB by or on behalf of the Participating Organization may be shared directly with MLB without additional consent or notice.

8. **Protection of “Fun At Bat” Trademark and Quality Control.** The Participating Organization agrees that registration and other protection for the “Fun At Bat” Program name and any other trademark or any other Program names and trademark that USAB may choose for the Program (“Program Marks”) shall be obtained only by USAB or its partners, in its or its partners’ name and the Participating Organization agrees to cooperate with USAB and its partners in this respect as may be reasonably requested. The Participating Organization acknowledges and agrees that maintenance of the utmost quality with respect to use of the Program Marks as permitted herein, is an important part of this Agreement. If the Participating Organization desires to use the Program Marks for any reason, the Participating Organization must receive prior written approval from USAB by submitting a request to funatbat@usabaseball.com and providing examples of the proposed usage. USAB will approve or deny the requested use at its sole discretion. In the event the Participating Organization receives approval from USAB to use the Program Marks, the Participating Organization agrees to limit its use of the Program Marks solely to the materials as approved by USAB. As such, the Participating Organization agrees that use of the Program Marks shall be conducted only in accordance with this Agreement, only as permitted and approved by USAB, and that the Participating Organization shall use best efforts to provide the highest quality events and facilities with respect to all activities conducted by the Participating Organization as it relates to the Program. USAB shall have the right to inspect the Participating Organization’s facilities and business operations to determine the conformity of the services sold under the Program Marks with the quality standards set forth herein.
9. **Termination.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at will and without cause by either party upon not less than thirty (30) days’ prior written notice to the other party. However, in the event of a breach of this Agreement by the Participating Organization, USAB may terminate this Agreement immediately by giving written notice thereof to the Participating Organization. This Agreement shall immediately and automatically terminate if USAB discontinues the Program, if the Participating Organization is no longer eligible to participate in the Program, or if the Participating Organization ceases to do business. In the event of termination of this Agreement for any reason, the Participating Organization agrees to immediately discontinue all use of: 1) the Program Marks or the USAB and MLB (or its affiliates) trademarks, names, logos, images or other intellectual property licensed hereunder; 2) all USAB provided information and materials; and 3) any other information, intellectual property, materials or data received from or relating to USAB or MLB (or any of its affiliates) in connection with the Program or this Agreement.
10. **Legal Responsibilities, Warranties and Indemnification.** The Participating Organization represents that it can undertake all activities with respect to the Program. The Participating Organization further represents and warrants that all activities with respect to the Program will be undertaken by the Participating Organization in compliance with all applicable laws. The Participating Organization agrees and acknowledges that it is solely responsible for full compliance with any and all applicable laws and regulations concerning the operation of its business, its participation under this Agreement and with respect to the Program, including, but not limited to laws specific to contracting with minors, soliciting and/or communicating online with minors, all criminal

laws, appropriate monitoring of any and all coaches or others having direct access to minors, and all applicable laws regarding safety, health and/or privacy. More specifically and without in any way limiting the foregoing, it is also the responsibility of the Participating Organization to protect the privacy of all personal data or personally identifiable information of each and every player or potential player that may provide personal information to the Participating Organization. The Participating Organization must abide by all applicable privacy laws, regulations and obligations as it relates to the collection, storage, transmission, retention and destruction of any and all personal information it collects, receives or maintains relative to the Program or this Agreement. To the extent permitted by law, the Participating Organization agrees to fully defend, indemnify and hold the Indemnitees harmless from and against any and all claims, demands, suits, actions, proceedings, decrees, judgments, obligations, liabilities, allegations, costs, damages, expenses, losses and fees of any kind (including, but not limited to attorneys' fees and disbursements) (collectively, "Claims") arising out of, resulting from or in any way related, directly or indirectly, to (i) any acts or omissions of the Participating Organization's employees, agents or subcontractors or the presence of such personnel at a Program field or facility, including, without limitation, Claims resulting from injuries to the Participating Organization's employees, agents or subcontractors and Claims resulting from injuries, property damage or loss of data caused by the Participating Organization's employees, agents or subcontractors; (ii) any breach by the Participating Organization of any of the terms, conditions, representations or warranties of this Agreement; (iii) the Participating Organization's gross negligence, bad faith or willful misconduct; (iv) the Participating Organization's failure to comply with all laws and regulations applicable to the provision of the Program; (v) the Participating Organization's failure to obtain all licenses, permits and approvals necessary for it to administer the Program; or (vi) the Participating Organization's failure to perform obligations arising from its employment relationship with its employees, agents and subcontractors, including, without limitation, any Claims by the Participating Organization's employees for wages or for benefits under any USAB or MLB benefit plan and Claims by a taxing authority for withholding, unemployment or other taxes for interest or penalties thereon or for any alleged failure to withhold taxes or make payments. In connection with any third-party Claim that is covered by this Section 10, (i) the respective Indemnitee shall have the option and right, at its election and at the Participating Organization's sole cost and expense, to assume and control the defense of any Claim, (ii) each party shall cooperate with the other party in the defense of any such Claim(s), (iii) the Participating Organization shall reimburse the respective Indemnitee for all reasonable out-of-pocket costs incurred in connection with such cooperation and (iv) the Participating Organization shall not enter into a settlement of any or all of such Claims or admit liability or fault without the respective Indemnitee's prior written approval. This indemnity shall survive termination of this Agreement for any reason. The "Indemnitees" shall be defined as United States Baseball Federation Inc. dba "USA Baseball", Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Online Services, Inc., the Office of the Commissioner of Baseball, the Major League Baseball Clubs and each of their respective present and future affiliates, successors and assigns. The Indemnitees,

except USAB, are each an intended third party beneficiary entitled to enforce all of the rights and obligations afforded by this Agreement.

11. **Limitation of Liability.** Under no circumstances shall Indemnitees have any liability to the Participating Organization, or to any individual players, parents, legal guardians or any other persons or entities for any activities, conduct, acts or omissions attributable in whole or in part, to the Participating Organization. Further, Indemnitees shall have no liability whatsoever to any parties for any direct, indirect, consequential, incidental, punitive, special or other kinds of damages or actions with respect to this Agreement or the Program. This limitation of liability shall survive termination of this Agreement for any reason.

12. **Insurance.**

1. Requirement. The Participating Organization shall maintain adequate insurance coverage or self-insurance, and shall provide coverage to USAB and MLB for claims of damage to property and personal injuries, including death, which may arise from the conduct of the Participating Organization and/or the performance of the services authorized by this Agreement. USAB shall have the right to request evidence of such insurance policies at any time.
2. Independent Contractors. The Participating Organization shall require that all independent contractors have the same insurance policies noted above; provided, however, that if any such independent contractor is an individual who does not have the insurance policies required pursuant to this Section 12, such independent contractor, in advance of performing any services hereunder, will be covered by the insurance policies held by the Participating Organization.
3. Release and Waiver of Subrogation. The Participating Organization, on behalf of itself and all others claiming under it (including any insurer) waives all Claims that it may have against USAB and MLB, including all rights of subrogation, arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The Participating Organization waives its rights, as set forth herein with respect to such matters only, because adequate insurance will be maintained or it is self-insured to protect itself against all such casualties and it has obtained or agree to obtain from its insurance carrier appropriate "waiver of subrogation" provisions in all such policies of insurance, if insurance is maintained.

13. **Background Checks.** The Participating Organization agrees that it shall, prior to allowing any individual acting on behalf of the Participating Organization who may have access to or contact with minors in connection with this Agreement (including, without limitation, employees, contractors and volunteers) (each, a "Staff Member") to have any participation in connection with this Agreement, ensure a background check has been conducted on that Staff Member, including a state/province-wide criminal background check through the appropriate governmental agencies (unless prohibited by law), as well as a search of the applicable government operated statewide sex offender registry. The Participating Organization will not permit any Staff Member to have any participation in connection with this Agreement if such individual's background check has revealed: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent

crime; (iii) a conviction for Driving While Intoxicated if the individual's services in connection with this Agreement would include driving; (iv) the individual is listed in a sex offenders registry; and/or (v) any information which could lead to a safety risk for any minor.

14. **Equipment.** The Participating Organization agrees to ensure the equipment provided by USAB is used solely for the purposes of conducting the Program and further agrees to enforce and require the Program participants to adhere to the equipment standards set forth by USAB. USAB reserves the right to update or alter the standards for permissible equipment at any time without prior notice to the Participating Organization. The Indemnitees shall have no liability whatsoever for any direct, indirect, consequential, incidental, punitive, special or other kinds of damages or actions with respect to the use of equipment in any manner other than as expressly authorized by USAB at events conducted by the Participating Organization, and the Participating Organization will defend, indemnify and hold harmless the Indemnitees for any Claims related to use of any equipment or materials except as provided and directed by USAB.
15. **Assignment.** The Participating Organization may not assign this Agreement or any of its interests, rights, duties, or obligations hereunder by operation of law or otherwise without the prior written consent of USAB.
16. **Governing Law.** This Agreement shall be deemed to be made and entered into pursuant to the laws of the state of North Carolina. In the event of any dispute hereunder, this Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the state of North Carolina, and any and all disputes arising out of or related to this Agreement shall be heard exclusively in the federal and state courts located in Wake County, North Carolina.
17. **Waiver, Severability and Entirety.** The terms of this Agreement may be waived, and this Agreement may be amended, only in a writing signed by the party to be bound thereby, except that USAB may amend this Agreement to the extent necessary to reflect changes in the Program, Program limitations or rules, or Program eligibility requirements. A waiver of one term shall not be construed as a waiver of any other term. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such provision shall be stricken from this Agreement and the remainder shall continue in full force and effect. Unless subsequently amended as set forth above, this Agreement constitutes the parties' entire agreement and understanding with respect to the subject matter hereof, and supersedes any and all prior oral and written agreements and understandings.
18. **Nature of Relationship.** Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other in any manner whatsoever.