



*TORONTO BLUE JAYS and JAYS CARE FOUNDATION  
PARTICIPANT RELEASE, INDEMNITY AND LICENCE AGREEMENT (the "Agreement")*

**50/50 RAFFLE TICKET SALES**

In consideration of Jays Care Foundation (the "**Foundation**") allowing me to attend at and/or participate in selling "50/50 Draw" raffle tickets and any other related events, performances and activities at *Rogers Centre* on today's date (collectively, the "**Event**"), I hereby acknowledge, appreciate and agree that:

1. There are risks associated with attendance at and participation in the Event, including, without limitation, the risk of death or serious injury to myself and others and/or the property of myself and others. I am in proper physical condition to participate in the Event;
2. I, my heirs, administrators, executors and assigns (collectively, the "**Releasors**") HEREBY RELEASE AND FOREVER DISCHARGE the Foundation, Rogers Blue Jays Baseball Partnership ("**Blue Jays**"), Rogers Stadium Limited Partnership, their respective affiliates, successors, assigns, officers, directors, employees, and representatives, other participants, sponsors, and advertisers (collectively, the "**Releasees**"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of or damage to person or property occurring at the Event or in any way related to the Event or to the Releasees, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE; and
3. The Releasors will not make any claim or to take any actions or proceedings of any type in respect of any matter referred to in this Agreement against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees. If, despite this Agreement, I or anyone else on my behalf, makes a claim or takes any actions or proceedings of any type against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees, I will fully indemnify and save harmless each of the Releasees in respect of any losses, damages, liabilities and costs (including legal fees) incurred in respect of such claims, actions and/or proceedings.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, I hereby irrevocably grant the Blue Jays, their affiliates, and their respective agents, employees, assignees and licensees (the "**Authorized Parties**") the right, licence and permission to record, photograph and/or otherwise document my attendance at and/or participation in the Event (as well as my attendance at and/or participation in any in any matters ancillary thereto, such as the *Toronto Blue Jays* game played on the date of the Event) by any available means and I acknowledge and agree that I hold no rights in or to any such recordings, photographs or documentation (the "**Footage**"). I acknowledge and agree that Blue Jays will be the first and exclusive owner of the copyright in any and all Footage and I hereby waive any and all claims to any right, title or interest therein or thereto. I further hereby irrevocably authorize the Authorized Parties to reproduce, display, distribute, transmit, exhibit, alter without restriction and otherwise use my name, voice, image, testimonial, likeness and any and all Footage (collectively, the "**Materials**") throughout the world and in perpetuity, in all manner and media, whether now known or hereafter devised, including, without limitation, all forms of print and digital media, for advertising, trade, commerce and any other lawful purposes. I hereby waive all rights of inspection or approval regarding any use of the Materials. I hereby release and discharge the Authorized Parties from any and all claims and demands arising out of or in connection with the use of the Materials, including, without limitation, any and all claims for invasion of privacy, right of publicity or defamation. I warrant and represent that I have the authority to grant the foregoing rights and shall fully indemnify and hold harmless the Authorized Parties in relation thereto.

**I hereby declare that I have carefully read all of the foregoing; that I fully understand its contents; that I have given this release, indemnity and licence of my own free will; and, that this release, indemnity and licence binds the Releasors.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

Participant Signature: \_\_\_\_\_ Participant Date of Birth (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name of Participant: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
No. and Street City Province Postal Code

**\*\*Parental/Guardian signature page follows – for Participants under 18 years of age\*\***



**If Participant is Under Eighteen Years of Age:**

I am the parent/legal guardian of \_\_\_\_\_ (the "Minor") and as such, sign the release, indemnity and licence on his/her behalf with full understanding of its contents, and declaring that I have given this release, indemnity and licence of my own free will and, that this release, indemnity and licence binds the Releasors (as defined above). If, despite this release, indemnity and licence, I, the Minor or anyone else on the Minor's behalf, makes a claim or takes any actions or proceedings of any type against any of the Releasees or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Releasees, I will fully indemnify and save harmless each of the Releasees in respect of any losses, damages, liabilities and costs (including legal fees) incurred in respect of such claims, actions and/or proceedings.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Parent/Guardian Signature: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

Address: \_\_\_\_\_  
No. and Street City Province Postal Code

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