

REGISTRATION FORM

Walt Disney Studios Motion Pictures (the "Sponsor")
Million Dollar Arm Pitching Contest (the "Contest").

Please print legibly with either a black or blue pen.

Full Name (as it appears on a photo ID): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) _____ Office Phone: (____) _____

Cell Phone: (____) _____ E-Mail Address: _____

Birth Date (month, date, year): _____

PLEASE ANSWER THE FOLLOWING QUESTIONS IN CONNECTION WITH THE CONTEST:

- A. Are you 18 years old or older? **(Yes/No)** _____
- B. Are you a legal resident of the 50 United States or Washington, D.C.? **(Yes/No)** _____
- C. Are you or any member of your household or immediate family an employee of the Walt Disney Company or any of its parent, subsidiary or related companies? **(Yes/No)** _____
- D. Do you currently play or have you ever played in a minor or major league baseball league? **(Yes/No)** _____
- E. Are you currently being paid or have you ever been paid to play baseball? **(Yes/No)** _____
(If Yes, please explain) _____

If you are currently, or are considering becoming, an NCAA athlete, you may want to seek advice from your NCAA eligibility counselor.

I represent and warrant that all of my representations and statements on this Registration Form are true and correct, and I have complied with and meet all of the eligibility requirements of the Official Rules of this Contest,

Signature

For Disney Use Only:

Contestant Number: _____

PITCH# 1

PITCH #2

PITCH #3

Confirmed by: _____

Signature of Contestant *(to be completed after pitching)*

Million Dollar Arm Pitching Contest (the "Contest").

IN CONSIDERATION FOR MY PARTICIPATION IN THE CONTEST, I MAKE THE FOLLOWING REPRESENTATIONS AND WARRANTIES AND GIVE THE FOLLOWING RELEASES:

(1) All of my representations and statements on the Registration Form are true and correct, and I have complied with and meet all of the eligibility requirements of the Official Rules of this Contest;

(2) I understand that the Contest involves sports and activities that involve risk of injury, and by participating in the Contest, I acknowledge and assume such risk.

(3) For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, I grant to Walt Disney Studios Motion Pictures ("Disney") and its affiliates and assigns the absolute and irrevocable right and permission to: (a) photograph, film, videotape and otherwise record my image, likeness and voice, and (b) use my name and use, incorporate, broadcast, distribute, re-use, publish, re-publish, alter or edit the results and proceeds of such recordings (collectively the "Material") in whole or in part for any purpose and in any manner whatsoever, as Disney so chooses, in all media now known or later created, throughout the universe and in perpetuity, including but not limited to social media promotion, publicity and advertising, "making-of" and "behind-the-scenes" productions, and publicity and advertising of Disney's *Million Dollar Arm*, the El Capitan Theatre, and other Disney films and productions. I represent and warrant that I possess all rights necessary to grant to Disney the above-mentioned rights without obtaining the permission of, or making any payments to, any third party.

(4) I agree and understand that: (a) all rights in and to the Material, including the negatives, outtakes, sounds and images, are Disney's sole and absolute property; (b) the Material is deemed a "work made for hire" specially commissioned or ordered for inclusion in an audio-visual work for Disney, and Disney has the right to obtain copyright protection of the Material in Disney's own name or in any other name; and (c) Disney has no obligation to use the Material or my name, voice or likeness. I release Disney from, and will not bring any Claim or cause of action, whether known or unknown, against Disney for libel, defamation, invasion of privacy, right of publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Material or the exercise of any of the rights granted to Disney pursuant to this Authorization and Release.

(5) I agree that I, my assigns, successors, beneficiaries, heirs, guardians, personal representatives and trustees (individually and collectively, "Claimants") do waive, release, forever discharge, indemnify, hold harmless and defend, Disney and its parent, subsidiary or affiliated companies (the "Companies"); or the advertising, promotional or fulfillment agencies of any of them, and the directors, officers and employees of each of them; from any and all claims, allegations, liabilities, demands, expenses, losses, damages, actions, causes of actions or equity which I now have or may later acquire, for any and all harm; invasion of privacy; defamation; misrepresentation; negligence; illness; personal injury; death; property damage, loss or destruction; accident; or any other cause of action, and all costs or expenses related thereto arising out of the Contest, my participation in the Contest; and the advertising and marketing thereof, including but not limited to the exploitation of my personality as provided in Paragraph 3 above.

(6) This Affidavit and Release is governed by California law, and in the event of any dispute or breach of this Authorization and Release, my damages, if any, will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. My rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will have neither the right to rescind or terminate this Affidavit and Release or any of Disney's rights pursuant to this Affidavit and Release, nor the right to enjoin the production, exhibition, or other exploitation of the project or any subsidiary or affiliated rights with respect to this Affidavit and Release. I have read the foregoing prior to its execution and fully understand that by signing this Affidavit and Release, I agree that the nature, extent and result of this Affidavit and Release will be to bar all claims of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, that could possibly be asserted under any theory against the Companies arising in any way in connection with my participation in the Contest. The foregoing release extends to all claims whether or not claimed or suspected and constitute a waiver of each and all the provisions of the California Civil Code, Section 1542 (to the extent it would be applicable), which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I will indemnify and hold the Companies and their respective officers, directors, shareholders, agents and employees, harmless from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any of the above representations, warranties or agreements.

Signature

PRINT NAME