

**EXHIBIT A**

**RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

**NOTICE:** This **RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT** (“Agreement”) has legal consequences. **READ IT CAREFULLY BEFORE SIGNING.**

In consideration of myself or on behalf of my child being permitted to participate in the **National Anthem Performance** activities to be held on \_\_\_\_\_, 20\_\_, in and around Daikin Park (the “Event”), I hereby freely agree to make the following contractual representations and agreements.

I fully realize the inherent risks and dangers of participating in the Event and fully and voluntarily assume such risks and dangers, including, by way of example and not limitation: the dangers of thrown or batted balls, thrown or broken bats, collision with fixed or moving objects or with other persons, surface hazards, equipment failure, inadequate safety equipment, and the possibility of serious and permanently disabling or fatal physical injury and/or mental trauma or injury associated with this event. I hereby represent that I have adequate medical insurance covering the possible injuries that may occur as a result of my participation in the Event. I further represent that I do not have any physical condition or illness that would be aggravated by participation in the Event or that would make participation in the Event medically inadvisable.

For myself, my heirs, executors, administrators, personal or legal representatives, assigns and successors in interest (hereinafter collectively “successors”), I hereby waive, release and discharge any and all claims, demands, suits, causes of action, liability, judgments, damages, costs and expenses (including attorney’s fees and court costs) (collectively, “Claim(s)”) arising from, related to, or in any way connected with the Event which I have or which may hereafter accrue to me against Houston Astros, LLC, Houston-Harris county Sports Authority, its and their assignees, transferees and/or licensees, parents, subsidiaries and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees, any promoting organization(s), media partners, and their respective agents, officials and employees (hereinafter collectively the “Released Parties”). This Agreement specifically includes, without limitation, all Claims in tort or contract, strict liability, and all Claims seeking compensatory or punitive damages, consequential, incidental, or direct damages, attorney’s fees, costs, injunctive relief, or any other relief whatsoever.

I hereby acknowledge, irrevocably consent and grant to the Released Parties the unrestricted, perpetual, worldwide, royalty-free, full paid-up and transferable right and license to use and exploit, and grant others the right to use and exploit, my name, art work, photograph, picture, voice, voice recorded image, appearance or other likeness of me depicted in connection with the Event (hereinafter, the “Images”) for any lawful purpose without further compensation, including but not limited to commercial purposes, advertising, marketing, and promotional materials, and in any manner, form, format or media now known or later developed or created in the future, including without limitation, television, cable, radio or over the internet, phone based services, and other digital based services, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied. I hereby grant to the Released Parties the right to copyright and otherwise secure proprietary rights without limitation or reservation. I acknowledge that the Released Parties is and will be the sole and exclusive owner of all rights in and to the Images, including my appearance thereon and all recordings thereof and all ideas, comments, contributions, and suggestions offered by me in connection therewith. Additionally, I hereby waive any and all moral rights in such images (to the extent any moral rights exist in such Images), any claim that I may have based on rights of publicity, privacy, or any other rights that may arise based on the use of my Images. I hereby waive any right I may have to inspect and approve such Images or any use thereof by the Released Parties. I consent to the release of my name, both verbally and in print, when used in conjunction with the above represented Images. Accordingly, I hereby and forever, irrevocably and unconditionally release and discharge the Released Parties from any and all Claims relating to or arising from the Images or any past, present, or future use thereof.

Should any Claim be asserted in contravention of this Agreement, I, for myself my successors, agree to indemnify and hold harmless the Released Parties from, and to reimburse the Released Parties for any and all expenses (including legal fees) incurred in defending such Claim, whether resulting in whole or in part from the negligence, gross negligence, or strict liability of a Released Party, provided that this indemnity shall not apply to a Released Party which is finally adjudged liable on such claim for willful and wanton misconduct or sole negligence. This Agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification or waiver of any other provision herein or as consent to any subsequent waiver or modification.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN CONFORMITY WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF CONFLICTS OF LAWS PRINCIPLES). EACH PARTY HEREBY EXPRESSLY CONSENTS TO AND WAIVES ALL RIGHTS WHICH IT MAY HAVE TO MAKE ANY OBJECTIONS BASED ON JURISDICTION, VENUE, OR SUFFICIENCY OF PROCESS TO ANY SUIT BROUGHT TO ENFORCE THIS AGREEMENT IN HARRIS COUNTY, TEXAS.

If any of the provisions of this Agreement are determined to be illegal, invalid, unconscionable or unenforceable for any reason, I agree that the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND INTEND TO BE BOUND BY IT.**

\_\_\_\_\_  
Print Participant Name

\_\_\_\_\_  
Participant Signature (If over 18)

\_\_\_\_\_  
Print Parent/Guardian Name (If Participant is under 18)

\_\_\_\_\_  
Parent/Guardian Signature (If Participant is under 18)

\_\_\_\_\_  
Date