

# MAJOR LEAGUE SCOUTING BUREAU

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## **AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF PLAYER HEALTH INFORMATION AND RELEASE**

I authorize the use and/or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used in this authorization, "health information" means my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, condition, medical history, medical or clinical status, psychological traits and attitudes, diagnosis, treatment or prognosis, and includes (without limitation) clinical notes, test results and reports, laboratory reports, x-rays and diagnosis imaging results.
2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose (to the individuals specified in paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in paragraph 3 below: All health care providers (including but not limited to physicians, laboratories, clinics and trainers) with whom I have consulted and, with respect to assessments of certain of my psychological traits and attitudes, Sports Psychology Center ("SPC"). I understand that SPC shall administer certain psychological tests on behalf of, and as an independent consultant for, the Major League Scouting Bureau ("MLSB") and that any test results and reports created in connection therewith shall be the property of MLSB. I also authorize SPC to retain a copy of any test results and reports related to me for the purpose of ongoing research to validate and update assessment methods and for performing comparative analyses with other testing subjects; provided that all identifying information will be protected from unauthorized disclosure.
3. I authorize the persons and entities (or classes of persons and entities) described in Paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control to MLSB or to a scout or other representative of MLSB.
4. I acknowledge that there exists the potential that information disclosed pursuant to this authorization might be subject to re-disclosure by the recipient, including re-disclosure to the Major League Baseball Clubs, and thus no longer be protected by the Health Insurance Portability and Accountability Act in certain circumstances.
5. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from a physician.
6. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to Frank Marcos at the Major League Scouting Bureau, 3500 Porsche Way, Suite 100, Ontario, California 91764. I further understand that the disclosure of my health information to MLSB is not a prerequisite to any Major League Baseball Club considering signing me as a professional baseball player.
7. This authorization expires one year from the date it is signed, unless previously revoked.
8. I hereby release, waive, discharge and covenant not to sue SPC, MLSB, the Major League Baseball Clubs, their respective directors, officers, employees and representatives (each a "releasee") from any and all liability for damages of whatever kind, and any claims or demands therefore, which may at any time result to me, my personal representatives, my heirs or my assigns in any way related to, or resulting from, directly or indirectly, any compliance by any releasee with the understandings set forth herein (or any attempt to comply therewith). Notwithstanding anything to the contrary herein, this paragraph 8 shall survive the expiration or earlier revocation of paragraphs 1 through 7.
9. I acknowledge and agree that the foregoing shall be governed by and construed according to the laws of the State of New York, without regard to conflict of laws principles thereof. I further expressly agree that the foregoing is intended to be as broad and inclusive as permitted by the law of the State of New York and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



**AUTHORIZATION  
FOR THE USE AND/OR DISCLOSURE  
OF PLAYER HEALTH INFORMATION AND RELEASE**

10. I acknowledge that I have read and received a copy of this Authorization for the Use and/or Disclosure of Player Health Information and Release.

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Player Name - Printed

\_\_\_\_\_  
Witness Signature for Player

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name for Player - Printed

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

(If player is under 21 years of age, a parent or guardian must sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Name - Printed

\_\_\_\_\_  
Witness Signature for Parent / Guardian

(This witness signature only necessary if Parent / Guardian signs when not in the presence of player.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name for Parent / Guardian - Printed