

Exhibit A

The following shall constitute a release (the "Release") signed by each student participating in the Program (each a "Submitter") regarding the submission of materials in connection with xLab Innovation Week Pitch Competition (the "Program"); and all other information provided during the course of the Program (collectively the "Submission") for review by the Cleveland Guardians Baseball Company, LLC ("Cleveland Guardians"). Submitter understands and agrees that the execution of the Release is a prerequisite to the review by the Cleveland Guardians of the Submission. All references herein to the Cleveland Guardians shall include its directors, officers, agents, employees, consultants, lessees, licensees, rightsholders, sponsors, successors, representatives and assigns.

In consideration of the review of the Submission:

1. Submitter further understands and agrees that:
 - (a) consideration of the Submission by the Cleveland Guardians is not any admission by the Cleveland Guardians of the novelty, propriety or originality of the Submission;
 - (b) no further action need be taken by the Cleveland Guardians with respect to the Submission unless the Cleveland Guardians determines to do so; and
 - (c) the Cleveland Guardians are under obligation to release to Submitter either any details of the Cleveland Guardians' actions in connection with the Submission or any information regarding its activities in the field to which the Submission pertains.

2. Submitter further understands and agrees that Cleveland Guardians are under no obligation:
 - (a) to use the Submission;
 - (b) to negotiate with or enter into an agreement with Submitter regarding the Submission; or
 - (c) to render compensation of any kind following its evaluation of the Submission.

3. Submitter further understands and agrees that consideration of the Submission shall not deprive the Cleveland Guardians of any rights that it may enjoy to similar or identical concepts developed within, or used by or submitted to, the Cleveland Guardians without access to or knowledge of Submission, or now or hereafter existing in the public domain, and all protectable materials contained in the Submission, and all uses thereof in connection with any Cleveland Guardians trademark, production or project, whether or not trademarkable or copyrightable and whether created alone or in conjunction with any other person or entity (collectively, the "Materials"), shall be assigned to the Cleveland Guardians. To the extent that a court determines that any of the Materials are not assigned, then Submitter hereby assigns to the Cleveland Guardians all right, title and interest in and to the Materials and all the rights thereto, including, but not limited to, all trademarks or copyrights, without any further compensation. Submitter agrees to reasonably execute any additional documents requested to confirm the foregoing.

4. Submitter represents and warrants that:
 - (a) Submitter (and any others signing below or executing a separate but contemporaneous Release concerning the Submission ("Submitting Others")) is/are the sole originator(s) and creator(s) of the Submission;
 - (b) the Submission is free and clear of any claim of right, title, or interest of any nature on the part of any person or organization, including Case Western Reserve University, other than Submitter (and any Submitting Others);
 - (c) neither the Submission nor any review thereof by the Cleveland Guardians shall violate any personal, property or proprietary rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Submission or any review thereof by the Cleveland Guardians constitute defamation, libel, or slander against any third party;
 - (d) Submitter has the full right and authority to submit the Submission to the Cleveland Guardians upon all of the terms and conditions herein stated; and
 - (e) Submitter has fully read and understands and agrees to this Release.

5. Finally, Submitter understands and agrees that:
 - (a) This Release constitutes the entire agreement between Submitter and the Cleveland Guardians on the subject of the Submission as of the date hereof, and no modification or waiver of the provisions hereof shall be effective unless in writing and signed by both Submitter and the Cleveland Guardians;
 - (b) The invalidity of any provision hereof shall not affect the remaining provisions; and
 - (c) The validity, construction, and enforceability of this Agreement, and all matters or disputes arising under, in connection with or related to this Agreement, shall be governed by the laws of the State of Ohio, without regard to its conflict of law principles, applicable to contracts entered into and performed entirely within that State. Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration administered by the

American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Cuyahoga County, Ohio. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitration shall be conducted by one (1) arbitrator in accordance with the AAA Rules for Expedited Procedures, which arbitrator shall be selected in accordance with the AAA Rules for Expedited Procedures, and which arbitrator shall have had no less than twenty (20) years' experience handling issues akin to those that are the subject matter of the disputes that are the subject of the arbitration. In connection with any arbitration proceeding: (i) no arbitrator shall have been employed by either party hereto and its consultants within the previous five (5) year period; (ii) the arbitrator shall be neutral and independent of the parties to this Agreement; (iii) no arbitrator shall be affiliated with any party's auditors; and (iv) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) either party hereto. The arbitrator will have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated herein. The award of the arbitrator shall be accompanied by a reasoned opinion. The MLB Entities also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in Cuyahoga County, Ohio, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

AGREED & ACCEPTED:

SUBMITTER:

Signature: _____	Date: _____
Print Name: _____	Title: _____
Company: _____	E-mail: - _____
Address: _____	Tel. # _____
	Fax # _____