

**Rawlings Tigers Baseball and Softball Club, ADJ Baseball LLC and Balls-n-Strikes Ballwin and Balls-n-Strikes LLC**  
**AGREEMENT AND RELEASE OF LIABILITY**

**PLEASE READ BEFORE SIGNING**

In consideration of being allowed to participate in the Rawlings Tigers Baseball and Softball Club (hereinafter referred to as the "Club"), related events and activities, and facilities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal disciplines may reduce the risks, both known and unknown, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any significant hazard during my presence or participation, I will remove myself from participation and bring such attention to the nearest manager, employee, or parent immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless The Club, ADJ Baseball LLC, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin, its affiliated businesses, its officers, officials, agents, employees, sponsoring agencies, sponsors, advertisers, and owners and lessors of the premises used to conduct the event, with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise; and,
5. I knowingly and freely acknowledge that due to the dangers that exist regarding activities involved in the program associated with the Club, ADJ Baseball, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin, that they are not responsible for any injury, disability, death, or loss, or damage to person or property, whether arising from the negligence of the Club, ADJ Baseball LLC, Balls-n-Strikes LLC, Balls-n-Strikes Ballwin or otherwise regarding participant's invitees. All such invitees shall be the sole responsibility of the participant that has invited the invitee, or in the event the participant is a minor, the invitee shall be the sole responsibility of the participant's parent, legal guardian, or any such party that has assumed responsibility for the participant. Invitees include, but are not limited to parents, siblings and friends; and,
6. Team managers are not affiliates, agents, servants, business associates, employees, officers, or officials of the Club, ADJ Baseball LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin; and,
7. I recognize and am made fully aware that the Club, Balls-n-Strikes Ballwin, Balls-n-Strikes LLC and ADJ Baseball LLC are separate entities; and,
8. I knowingly and freely acknowledge that the exchange of funds or money between the team manager and participant or his/her parent/legal guardian associated or related to tournament or league participation, registration, equipment purchases, uniform purchases, or any other transaction does not bind or obligate the Club, ADJ Baseball LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin, and in no manner creates a duty on the part of the Club, ADJ Baseball LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin. The team manager is not an agent, representative, employee, servant, or business associate of the Club and does not possess any authority to conduct any business transaction on behalf of the Club. Likewise, any obligation incurred by the team manager is not an obligation of the Club, ADJ Baseball LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin; and,
9. I knowingly and freely acknowledge that the Club, ADJ Baseball LLC, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin in providing services, assistance, or rules regarding the participant's play does not create an ownership, managerial, or controlling status for, by or between the Club, ADJ Baseball LLC, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin and the team the participant is associated or playing with; and,
10. I knowingly and freely agree to be a member of the Club. As a member I will only receive the services from the Club, ADJ Baseball LLC, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin that are provided in the package that I have paid for. Any agreement with the team manager or coach is a separate obligation and is not the responsibility of the Club, ADJ Baseball LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without inducement. I also acknowledge that I have had the opportunity to have this document reviewed by an attorney, consult with an attorney, and/or obtain the advice of an attorney prior to executing this document. This agreement and release of liability shall remain in full force and effect as long as the below stated Participant participates in the Club.

The Parent or legal guardian of each youth player of minority age must sign below. This is to certify that you, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and all other terms stated regarding the Club, and on behalf of yourself, the participant, the participant's heirs, assigns and next of kin. By signing below, you knowingly and intentionally release and agree to indemnify the Club from any and all liability incident to the minor child's involvement or participation in programs as provided above, even if arising from its negligence.

_____ Participant's Name	_____/_____/_____ Participant's Date of Birth	_____ Participant's Signature (if over 18)
_____ Parent/Guardian's Name	_____ Parent/Guardian's Signature	_____/_____/_____ Today's Date