

Rawlings Tigers Baseball and Softball Club, ADJ Baseball LLC, 44 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, I acknowledge, appreciate, and agree 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 Club, ADJ Baseball LLC, 44 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 (hereinafter referred to as the "Releasees"), 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 or employee, and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless The Releasees, 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, 44 Baseball, LLC, 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, 44 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 and coaches may be employees of the Club, ADJ Baseball LLC, 44 Baseball, LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin, [however I knowingly and freely acknowledge that the Club, ADJ Baseball LLC, 44 Baseball, LLC, Balls-n-Strikes LLC and Balls-n-Strikes Ballwin are not liable for actions of the team manager that are not related to the instruction, teaching, practicing, or playing of baseball/softball](#); and,
7. I recognize and am made fully aware that the Club, Balls-n-Strikes Ballwin, Balls-n-Strikes LLC, 44 Baseball, 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, 44 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 may be an employee of the Club but 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, 44 Baseball, LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin; and,
9. I knowingly and freely acknowledge that 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 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, 44 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, 44 Baseball, LLC, Balls-n-Strikes LLC or Balls-n-Strikes Ballwin.
11. 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 agreeing to it and consent and agree to 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.

12. The Parent or legal guardian of each youth player of minority age must consent and agree to this waiver by clicking 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 accepting 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.