



## WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION **AGREEMENT**

### **PRESENT THIS AGREEMENT WHEN YOU ARRIVE.**

Neither Ballparks of Branson, LLC, nor its owners (Ballparks of Branson Management, LLC and other limited partners) shall be responsible for any injury, death, or loss of property suffered by any individual while attending, playing, practicing, or engaging in any activity whatsoever at 1000 Pat Nash Drive, Branson, MO 65616, or at any other field, facility, or accommodation in any way coordinated or provided under the trade name “Ballparks of America” in Branson, Missouri (collectively, the “Facilities”). By signing below, I (or a parent signing on my behalf), acknowledge and agree that the terms of my attendance and participation in any “Ballparks of America” tournament, game, practice, event, or program (collectively, “Ballparks of America”) shall be subject to the terms and conditions of this Waiver, Release of Liability and Indemnification Agreement (this “Release”).

In consideration for my being allowed to participate in and attend Ballparks of America, Branson, Missouri, I hereby agree to the following terms and conditions of this Release:

**1) Acknowledgment of Risks. I understand and acknowledge the following:**

- a. Baseball is a vigorous team sport. Playing baseball anywhere (even under the most safe circumstances and conditions) and my attendance or participation at Ballparks of America may create a potentially dangerous situation in which my person and/or my property is at risk of injury or damage (including impairment of my future ability to earn a living, engage in other business, social and recreational activities), and I am at risk for serious emotional, physical, or bodily injury, including the potential for broken bones, injuries effecting joints, muscles, and internal organs, severe injuries to the head, neck and back, partial or permanent disability (including brain damage), temporary or permanent paralysis, and death (the “Risks”), despite any measures which may be taken by me, my coach and teammates, my fellow players, Ballparks of Branson, LLC (which is the operator of Ballparks of America), and others to reduce or eliminate the Risks. I acknowledge that the Risks could be posed by any number of factors or conditions (including any combination of such factors and conditions), and expressly recognize that the Risks shall include, but not be limited to, the following occurrences and known risks regularly associated with the playing of baseball:
  - i. Injuries to the ankle and/or knee which may be precipitated by my running, sliding (both in fielding and in running the bases), my being struck by a ball (either thrown or batted), or contact with another individual or the infrastructure of the Facilities or the ground, notwithstanding instruction and



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coaching, protective equipment, padding, warning tracks, and other precautions.

- ii. Concussions and contusions caused by my being struck by a bat, a ball (either thrown or batted), or contact between me and another individual or me and the infrastructure of the Facilities or the ground.
- iii. Instances of cardiac stress of varying levels of severity, including cardiac arrest, caused by my participation in any event or activity at Ballparks of America.
- iv. Neither Ballparks of Branson, LLC, nor its owners or agents will have any medical personnel present and are not responsible for handling any medications for participants.

**2) The Risks associated with my attendance or participation at Ballparks of America may be due to, among other things:**

- a. The vagaries of sport.
- b. Another individual's use of the Facilities or participation at Ballparks of America, including instances where an individual may act dangerously or without due skill or care.
- c. My health or any medical condition, which may be exacerbated, aggravated, triggered or otherwise affected by my use of the facilities and participation at Ballparks of America.
- d. The instruction, acts (or omissions), recommendations, advice, care, and/or treatment provided by my coach, medical professionals, and others.
- e. The risk that my coach, an umpire, or an employee or agent of Ballparks of Branson, LLC may misjudge my abilities, my conditioning, the weather, or some aspect of my mental, emotional, or physical condition that may make some or all of my participation at Ballparks of America inappropriate or inadvisable.
- f. Uneven terrain, sunlight and/or cloudiness, wet grass, and other physical and atmospheric conditions.
- g. Weather conditions and vehicle traffic, which may be hazardous and render my attendance or participation in Ballparks of America events even more dangerous or hazardous.
- h. The ability of trained medical personnel to timely respond to any medical condition or injury I may suffer while attending or participating at Ballparks of America.
- i. Some other risk or other danger that is not reasonably foreseeable at this time.

**3) Assumption of Risks.** I hereby understand, agree, and acknowledge that the list of Risks identified above is not complete or exhaustive; and that I freely and voluntarily decided to participate at Ballparks of America. Furthermore, I (and/or any other parent or legal guardian signing this form on my behalf), on behalf of myself, and on behalf of my heirs, executors, personal representatives, assigns and estates, hereby knowingly and voluntarily assume and



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accept any and all risks brought about by virtue of my attendance or participation at Ballparks of America, including injury, death, illness, disease, and damage to property, inherent in, associated with or arising from my use of the Facilities and participation at Ballparks of America, as specified herein, and as may otherwise arise or result therefrom, and hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless Ballparks of Branson, LLC, Ballparks of Branson Management, LLC, and their respective affiliates and any of their respective members, owners, employees, officers, agents, representatives, heirs, successors and assigns (the "Released Parties"), from any and all claims, demands, or causes of action, which are in any way connected with my use of the Facilities or participation at Ballparks of America ("Claim(s)"), including any such Claims which allege a negligent act or omission of or by any of the Released Parties (provided such release shall not extend to grossly negligent acts or omissions or intentionally harmful acts); and to indemnify the Released Parties, and any of their respective affiliates, members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim or by virtue of any misrepresentation made by my signing of this Release.

**4) Participant Representations.** I hereby represent to the Released Parties the following

- a. No representations or warranties of any kind have been provided to me regarding the condition of the Facilities or the condition of any equipment present at Ballparks of America or the Facilities, including but not limited to, the field, base paths, bases, backstop, fencing, the dugout, and/or any spectator accommodations;
- b. I am aware of the high skill level that is expected of myself and the other participants at Ballparks of America and I have the requisite skills and am in a sufficient physical and mental state to participate at Ballparks of America.
- c. I have been provided with the opportunity to review the Tournament Rules and have familiarized myself with the terms thereof, including any rules or regulations relating to Ballparks of America and condition of its facilities (including any rules or regulations relating to player equipment, field dimensions, or use of equipment).
- d. The Released Parties, their respective employees and agents have not made any representations or warranties whatsoever in respect to the Facilities, equipment present at the Facilities, services and/or other accommodations that may or may not be provided in connection with Ballparks of America.
- e. I am aware that the Released Parties are relying on the representations, acknowledgements, warranties and undertakings made by me in this Release.
- f. I understand and acknowledge that Ballparks of America is operated solely by Ballparks of Branson, LLC and that none of Ballparks of Branson, LLC, or any of their affiliates shall not in any way be held liable for any injury or property damage I may suffer by virtue of



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my attendance at, or participation at, Ballparks of America and by signing below, I hereby forever release and discharge from liability all such entities.

- g. I understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and agree that if any portion is held invalid, the remainder of this Release will continue in full force and effect. I further agree that the venue for any legal proceeding shall be in the State of Missouri. I also give Ballparks of Branson, LLC and Ballparks of Branson Management, LLC, their agents and assigns, permission to reproduce and publish any photograph, video or likeness of me for advertising, commercial or any marketing related purpose.

*I/We have hereby read and fully understand the expected behavioral guidelines and the possible consequences for negative behavior:*

**(PLEASE PRINT CLEARLY)**

**Team Name \*** \_\_\_\_\_

**Tournament Name \*** \_\_\_\_\_

**Tournament Start Date \*** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Parent or Guardian First Name \*** \_\_\_\_\_

**Parent or Guardian Last Name \*** \_\_\_\_\_

**Player First Name \*** \_\_\_\_\_

**Player Last Name \*** \_\_\_\_\_

**Today's Date \*** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Parent or Guardian SIGNATURE \***  
\_\_\_\_\_