



Parental and/or participant Waiver, Release of Liability, Indemnification and Consent Form

This Release ("Release") is made and entered by and between WC Training Partners, LLC (D.B.A. as "STL Training Ground" or "Owner"), and ("PARTICIPANT").

WHEREAS, STL Training Ground is the owner and operator of that certain property consisting of training facilities for softball, baseball, soccer and numerous other activities, which property is more commonly known as 14294 Manchester, Manchester, Missouri 63011 (the "Premises");

WHEREAS, Owner has invited guests to visit the Premises, including Participant, for the purposes of engaging in certain activities (collectively, the "Activities"), including, by way of example, but not by way of limitation, (a) extreme and intense exercise and strenuous activities, (b) pitching, catching and hitting training and instruction which involve balls flying at speeds in excess of 100 miles per hour and which can hit, strike or otherwise come into contact with Participant, (c) other activities related to baseball and softball, (d) soccer and related activities (including, by way of example but not limitation, kicking, heading and/or colliding with balls, other players, other participants and fans), (e) lacrosse and related activities (including, by way of example but not limitation, swinging sticks, throwing balls, tackling and/or colliding with balls, players, participants and fans), (f) physical training and related activities (including, by way of example but not limitation, lifting, dropping or colliding with heavy weights, bars and/or related equipment), (g) karate and related activities (including, by way of example but not limitation, kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans), (h) tai kwon do and related activities (including, by way of example but not limitation, kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans), and (i) football and related activities (including, by way of example but not limitation, kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans); and

WHEREAS, Participant and parents and/or guardians of participant understands and agrees that the Activities: (i) are dangerous, can cause concussions, broken bones, and other serious and/or life threatening injuries, (ii) can and do result in serious bodily injury or even death, but Participant seeks to engage in such Activities nonetheless; and as a major inducement to Owner allowing Participant to engage in such Activities, Participant agrees to release, indemnify and hold harmless Owner for any and all liability associated with the Activities.

NOW, THEREFORE, for good and valuable consideration, and as a major inducement to Owner allowing Participant to participate in the Activities (as defined below), the receipt and sufficiency of which are acknowledged, Owner and Participant agree as follows:

1. Recitals: The parties hereto acknowledge and agree that the above recitals are true and correct and may be used as binding admissions in a Court of law on equity.

2. Participant's Representations and Warranties: As a material inducement to Owner entering into this Release and allowing Participant to participate in the Activities, Participant makes the following representations and warranties:

a. Physician's Consent: Participant has consulted with and obtained the informed consent of Participant's physician. In connection with obtaining such consent, Participant informed Participant's physician of the intense, rigorous, strenuous and dangerous nature of the Activities.

b. Participant's Condition: Participant is not pregnant, does not

suffer from any heart condition, is not diabetic, is not on drugs or alcohol, and is in excellent physical and medical condition.

c. Participant's Experience: Participant is knowledgeable and experienced in the Activities and is capable of performing the Activities alone without any additional supervision or instruction.

3. Assumption of Risks: Participant understands and is aware of the risks associated with the Activities, including, by way of example, but not by way of limitation, the risks associated with (a) extreme and intense exercise and strenuous activities, (b) baseball and softball in that balls can and will be flying at speeds in excess of 100 miles per hour, which can hit, strike or otherwise come into contact with Participant or fans, (c) soccer and related activities in that players will be kicking, heading and/or colliding with balls, other players, other participants and fans, (d) lacrosse and related activities in that players will be swinging sticks, throwing balls, tackling and/or colliding with balls, players, participants and fans, (e) physical training and related activities in the participants can and will be lifting, dropping or colliding with heavy weights, bars and/or related equipment, (f) karate and related activities in that participants can and will be kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans, (g) tai kwon do and related activities in that participants can and will be kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans, and (h) football and related activities in that players can and will be kicking, heading, tackling, slamming, chopping, punching, throwing and/or colliding with other participants and fans. Participant acknowledges and agrees that such risks include, by way of example, but not limitation, (i) heart attacks, (ii) head injuries, (iii) serious injury, (iv) broken bones, and/or (v) possible death. Participant assumes all liability associated with the Activities.

4. Release, Indemnification and Hold Harmless: Participant hereby releases, indemnifies and holds harmless Owner, jointly and severably, and their respective heirs, agents, insurers, successors and assigns, from any and all claims, losses, demands, causes of action and/or liability arising from or in any way related to the Activities, including, by way of example, but not limitation, claims related to personal injury, accident, property damage, wrongful death, loss of consortium, loss of society, loss of companionship or other related derivative claims.

ALL PERSONS ENTERING THE FACILITY SHALL ENTER AT THEIR OWN RISK. BE AWARE OF YOUR SURROUNDINGS AT ALL TIMES.

BY SIGNING BELOW, PARTICIPANT AND/OR PARTICIPANTS PARENT &/OR LEGAL GUARDIAN IS ACKNOWLEDGING THAT HE/SHE HAS READ THIS RELEASE, HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND UNDERSTANDS IT

I have read and acknowledge the waiver and release. I hereby request that my son or daughter be permitted to attend STL Training Ground. I authorize the staff to act for me according to their best judgment in an emergency. I will hold harmless and release the staff and STL Training Ground from any and all liabilities or responsibilities related to injuries or the death of my son, daughter or myself while at STL Training Ground.

BY SIGNING BELOW, PARTICIPANT IS ACKNOWLEDGING THAT HE/SHE HAS READ THIS RELEASE, HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND UNDERSTANDS IT.

Individuals sign below (Team waiver Form attached)

Signature of parent or legal guardian: _____
Name of parent or legal guardian (Print): _____
Email address: _____ Cell Phone () _____
Name of Child (Print): _____
Address: _____ City: _____ State: _____ Zip: _____
Team/School Affiliation: _____ League: _____
Date signed: _____