



2012 National Holstein Convention

Springfield, Missouri • June 27 - 30, 2012
FAMILY NIGHT WAIVER AND RELEASE OF LIABILITY



Name of Participant (Print): _____ Age: _____

As an inducement for an impartial consideration of the agreement by Springfield Cardinals, LLC. A Missouri limited liability company (the "Springfield Cardinals"), that the Participant named above may take part in amateur athletic activities at Hammons Field, in Springfield, MO, the undersigned hereby acknowledge and agree as follows:

THE FOLLOWING MUST BE READ AND SIGNED BY THE PARTICIPANT:

1. I have considered, and I understand and appreciate, that there is a risk of serious and possible permanent injury, including brain damage or death, to me as a result of the activities to be conducted; and I KNOWINGLY AND FREELY ASSUME THOSE AND ALL OTHER RISKS, both known and unknown, related to my participation in these activities, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF OTHERS.
2. I hereby release and AGREE TO HOLD HARMLESS AND IDEMNIFY the Springfield Cardinals, Hammons Field, their sponsors, and any and all of their respective directors, officers, employees, partners, members, and other agents from and against any and all claims, demands, causes of action or other liability arising from any injury or other loss or damage to person or property, both known and unknown, that I may suffer directly or indirectly as a result of my participation in these activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ABOVE RELEASED PARTIES OR ANY OTHER, PERSONS, to the fullest extent permitted by law; and I hereby COVENANT NOT TO FILE ANY SUIT OR MAKE ANY OTHER CLAIM against any of the above released parties in connection with any such matter.
3. I HAVE READ THIS RELEASE AND UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY, THE AGE SHOWN ABOVE IS MY CORRECT AGE.

IN ADDITION, FOR THE PARTICIPANTS UNDER AGE 20, THE FOLLOWING MUST BE READ AND SIGNED BY A PARENT OR GUARDIAN:

As a parent or guardian of the above named Participant:

1. I have considered, and I have understand, appropriate and accept, that there is a risk of serious and possibly permanent injury, including brain damage or death, to the Participant, as a result of the activities to be conducted, including risks arising from the negligence of others, I HEREBY KNOWINGLY AND FREELY CONSENT TO THE PARTICIPANTS PARTICIPATION IN THESE ACTIVITIES.
2. For myself and the Participant, I hereby RELEASE and AGREE TO HOLD HARMLESS AND IDEMNIFY the Springfield Cardinals, Hammons Field, their sponsors, and any and all of their respective directors, officers, employees, partners, members and other agents from and against any and all claims, demands, damages, causes of actions or other liability arising from any injury and other loss or damage to person or property, both known and unknown, that I may suffer directly or indirectly as a result of my participation in these activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ABOVE RELEASED PARTIES OR ANY OTHER, PERSONS, to the extent permitted by law; and I hereby COVENANT NOT TO FILE ANY SUIT OR MAKE ANY OTHER CLAIM against any of the above released parties in connection with any such matter.
3. I HAVE READ THIS RELEASE AND UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY.

Participant Signature: _____

Date Signed: _____

Parent/Guardian Signature: _____

Date Signed: _____