

EVENT: \_\_\_\_\_ DATE: \_\_\_\_\_

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY – READ BEFORE SIGNING**

I acknowledge that this athletic event (the “Event”) is an extreme test of a person’s physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, Event officials, and Event monitors, and/or producers of the Event, and lack of hydration. These risks are present both for individuals participating in the Event and for volunteers assisting with the Event. I hereby assume all of the risks that arise as a result of my participation in or volunteering to assist with this Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit to participate in or volunteer for the Event, have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability (“Release”) will be used by the Event holders, sponsors and organizers of the Event in which I may participate or volunteer, and that it will govern my actions and responsibilities at those Events.

In consideration of my participating in or volunteering for the Event, I do hereby for myself, my executors, administrators, heirs, next of kin, successors, and assigns waive, release and forever discharge Mountain Star Sports Group, LLC, and all of its Series, including El Paso Baseball Club Series, El Paso Stadium Operations Company and MountainStar USL Operations Company, their directors, officers, employees, volunteers, representatives, agents, Event holders, Event sponsors, and Event volunteers (“Releasees”) from any and all claims or causes of actions (known and unknown), whether based in tort, contract, common law or statute, for any and all injury, illness, damage or loss that may occur to me or my property as a result of my participation in or volunteering for the Event, including my traveling to and from this Event. I further agree to fully defend, reimburse, hold harmless, and indemnify Releasees from all claims, actions, losses, damages, expenses and costs which they may incur as a result of any claim, cross claim for contribution or indemnity or any other action brought against Releasees in any way related to the Event. THE ABOVE RELEASE IS SPECIFICALLY INTENDED TO INDEMNIFY RELEASEES EVEN FROM THE CONSEQUENCES OF THEIR OWN ACTIVE OR PASSIVE NEGLIGENCE.

By signing below, I acknowledge that I am signing this Release freely, knowingly, and voluntarily, and intend for my signature to be a complete and unconditional release of liability to the greatest extent allowed by law and to indemnify Releasees as stated herein. This Release is contractual and shall be construed in accordance with and governed by the laws of the State of Texas, without giving effect to any conflict of law rules of the State of Texas. This Release is performable in El Paso County, Texas.

I further agree that if my minor child is participating in the Event, I am executing this Release as the parent of my minor child. I have disclosed my signature below that my minor child is the participant in the Event. I acknowledge and affirm that all provisions of this Release and the obligations and liabilities imposed upon me apply to any claim that may arise or be asserted as a result of the participation of my minor child in the Event.

### **Parent or Legal Guardian Signature (Only 18 or Older can sign for themselves)**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

### **ENTER FULL NAME AND DATE OF BIRTH OF ALL CHILDREN UNDER THE AGE OF 18**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_