



HOMEFIELD

ACCIDENT WAIVER AND RELEASE OF LIABILITY

Name:	DOB AND AGE:	Date:
Email:	Mobile Phone:	

I understand the inherently risky nature of athletic and sports activities as a participant, volunteer, or spectator, including that these activities involve risks and dangers of serious bodily injury (including without limitation communicable diseases like COVID-19) and death. I understand that these risks and dangers may be caused by my (or my minor's) own actions or inactions, the actions or inactions of others participating in the activities, the conditions in which the activities take place, or the negligence of the Homefield Releasee (defined below). I also understand there may be other risk and social and economic losses either known or unknown to me or not readily foreseeable at this time. With these understandings, I knowingly and freely accept and assume all such risks—both known and unknown—even if arising from the negligence of the Homefield Releasees or others, and I assume full responsibility of any losses, costs, or damages arising from my—or my minor's—participation in the activities. I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ACTIVITIES ASSOCIATED WITH THE HOMEFIELD RELEASEES.

I represent that I—or the minor associated with me—am qualified, in good health, and in proper physical condition to participate in the activities. I willingly agree to comply with the stated and customary terms and conditions for participation in activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself or my minor from participation and bring attention to the hazard to the nearest official immediately. I further agree that if at any time I believe conditions to be unsafe, I will immediately discontinue my—or my minor's—participation in the activities.

I understand that the activities I'm choosing to participate in might not be made available to me or that the cost to engage in the activities would be significantly greater if I were to choose not to sign this release. I agree that the opportunity to participate at the stated cost in return for signing this agreement is a reasonable bargain.

I, for myself and on behalf of any minor associated with me, my heirs, assigns, personal representatives, and next of kin, hereby RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BHM SPORTS, LLC AND HFS KCK HOLDINGS, LLC AND THEIR AFFILIATES; THEIR EMPLOYEES, MEMBERS, OFFICERS, AGENTS, VOLUNTEERS; OTHER PARTICIPANTS; ANY ACTIVITY ORGANIZERS, SPONSORS, AND ADVERTISERS; AND ANY OWNER OR LESSORS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE (EACH CONSIDERED A "**HOMEFIELD RELEASEE**" AND COLLECTIVELY "**HOMEFIELD RELEASEES**") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY AND/OR MY MINOR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, DEATH DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE. I FURTHER AGREE THAT IF, DESPITE THIS AGREEMENT, I OR ANYONE ON MY OR MY MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSSES, DAMAGES, OR COSTS THAT MAY ARISE AS A RESULT OF THE LAWSUIT.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at the activities.



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While participating in the activities, I or my minor may be videoed or photographed. I agree to allow my photo, video, voice, likeness, and image to be used for any legitimate purpose, which may include websites, apps, social media, brochures, vlogs, by the producers, sponsors, organizers, entities providing streaming or other video services, and their assigns.

I acknowledge that Homefield reserves the right to remove any person from any of its facilities or events if the person—in Homefield's sole discretion—violates the law or Homefield's rules, policies, or codes of conduct, or poses a safety risk to themselves or others. I agree that no firearms or other weapons are allowed in any Homefield facility or at any Homefield events.

If I am a parent or legal guardian, then: (i) I agree I am the parent or legal guardian for the minor participant; (ii) as parent or legal guardian with legal responsibility for the minor participant, I agree to assume the risks of his/her participant in the activities; and (iii) I agree to all of the releases and indemnification obligations contained in this agreement on my own behalf and on behalf of the minor participant.

I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I have had sufficient time to read this entire agreement and, should I choose to do so, consult with legal counsel before signing. I have read and understand this entire agreement. I freely agree to be bound by its terms. I agree that if any portion of this agreement is held to be unenforceable, the remaining parts of the agreement will continue to be enforceable.

Participant or Parent/Guardian Signature
(If under 18 years old, Parent or Guardian must sign.)