

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in the NBC Baseball 'Round The Clock event (the "**Activity**") hosted by **NBC BASEBALL FOUNDATION**, a state of Kansas not for-profit corporation, with offices located at 300 N. Mead St. Ste. 109, Wichita, KS 67202 (The "**Company**"). In consideration of being permitted to participate in the Activity, the intangible value that I will gain by participating in the Activity, and in recognition of the Company's reliance on this Release of Liability and Assumption of Risk (the "**Waiver**"), I agree to all the terms and conditions set forth in this Waiver (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY, IN PART, CONSISTS OF 11 STRAIGHT BASEBALL GAMES PLAYED OVER THE COURSE OF 33 CONSECUTIVE HOURS. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES, INCLUDING BUT NOT LIMITED TO, THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, FINANCIAL LOSS, RISKS CAUSED BY TERRAIN, FACILITIES, TEMPERATURE, WEATHER, CONDITION OF PARTICIPANTS, EQUIPMENT, VEHICULAR TRAFFIC, LACK OF HYDRATION, SLEEP EXHAUSTION OR DEPRIVATION, FATIGUE, AND ACTIONS OF THIRD PARTIES INCLUDING BUT NOT LIMITED TO OTHER PARTICIPANTS, VOLUNTEERS, MONITORS, AND/OR PRODUCERS OF THE ACTIVITY, AND OTHER RISKS INHERENT TO PARTICIPATION IN THE ACTIVITY. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN AND THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company **The Greater Wichita Area Sports Commission, City of Wichita, Eck Stadium, Wichita State University, and their officers, directors, managers, employees, agents, affiliates, shareholders, successors, and assigns** (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity and the Activity, whether arising out of the ordinary negligence of the Company or any **Releasees or otherwise**. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Kansas law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained in this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Release shall be construed broadly to provide a

release and waiver to the maximum extent permissible under applicable law. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction (each a "Severed Provision"), such Severed Provision shall be stricken from this Release and shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Each Severed Provision will be immediately replaced by a provision as near in terms as possible under applicable law to the Severed Provision, so as to give full force and effect, as near as possible to the original intent of the parties. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Sedgwick County, Kansas and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR AM THE PARENT OR GUARDIAN OF THE INDIVIDUAL NAMED BELOW, AND AM FULLY COMPETENT.

Signed: _____
Printed Name: _____
Address: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Witnessed By:

Signed: _____
Printed Name of Parent
or Legal Guardian: _____
Address: _____

Date: _____

Signed: _____
Printed Name: _____
Address: _____

Date: _____