



RELEASE

The organized activities of the St. Louis Cardinals Legends Week Program (“Program”) are designed to approximate the experiences of Major League Baseball. A non-exclusive list of the activities would be as follows: calisthenics, drills, batting practice, shagging fly balls, base running, practice scrimmages, in-field practice and other physical activities connected with the game in which Legends Week participants play. All of these activities, and the other activities not specifically listed, require physical exertion and entail the risks associated with the game of baseball.

You will be given access to the ball fields, stadiums and facilities (“the Facilities”) on which the Program is conducted. You may also be provided with supplies and equipment commonly used when playing the game of baseball (the “Equipment”).

For minor injuries, the use of the training facilities will be made available at your option, including the services of an athletic trainer. However, even treatment by a trainer cannot guarantee that a minor injury will not be made more serious by continued play. You must evaluate your own condition and decide for yourself whether to continue to participate and/or seek and obtain medical assistance.

No supervision of off-field and after hours activities is provided. Participants in the Program are responsible for their own health and safety and are solely responsible for their actions at all times, both on and off the field.

IN CONSIDERATION of being permitted to participate in the Program, of being given access to the Facilities and of having the use of the Equipment, I, for myself and my personal representatives, assigns, heirs and next of kin agree as follows:

1. I HEREBY RELEASE, WAIVE AND DISCHARGE Hire Heroes USA, the sponsor of the Program, St. Louis Cardinals, LLC, the owners and operators of the Facilities and any other participant in the Program and any and all of their affiliates, directors, officers, partners, agents, servants, employees, shareholders and assigns (hereinafter referred to collectively as the “RELEASED PARTIES”), from any and all claims, demands, liabilities, actions, costs and expenses, including without limitation legal fees in connection therewith, by or to me, my personal representatives, assigns, heirs and next of kin arising from or in any manner connected with any injury, death and loss or damage to property incurred in connection with my participation in the Program, access or use of the Facilities or use of the Equipment.

2. I HEREBY AUTHORIZE ANY OF THE RELEASED PARTIES, to act as my agent to consent to an type of health care, medical care, treatment or procedure while I am participating in the program AND I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE SUCH RELEASED PARTIES for physical injuries or death resulting from such health care, medical care, treatment or procedure. I also understand that the Released Parties retain the right to use photographs of me for publicity, promotion and advertising purposes.

3. I HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS THE RELEASE PARTIES and each of them from any and all claims, demand, liabilities, actions, costs and expenses, including without limitation legal fees in connection therewith, the RELEASED PARTIES may incur due to my use of the Facilities or the Equipment.

4. I HEREBY COVENANT NOT TO SUE THE RELEASED PARTIES in connection with any of the matters governed by the Release.

5. I agree that any controversy or claim arising out of or relating in any way to my participation in the Program, my use of the Facilities or my use of the Equipment shall be settled by arbitration before a single arbitrator, which arbitration shall be administered by the American Arbitration Association (“AAA”) and the judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in St. Louis, Missouri. I agree that the arbitrator shall have no power or authority to render any award that is based on clearly erroneously findings of fact or that manifestly disregards the law. Any award that is based on clearly erroneously findings of fact or that manifestly disregards the law exceeds of the powers of the arbitrator and no such award shall be eligible for confirmation. The award shall be rendered in writing and shall include an explanation of the reasons for the award, which explanation may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties.

6. I expressly agree that this Release is intended to be as broad and inclusive as is permitted by the laws of Missouri, which will govern this Release. I also agree that this Release covers all acts or omissions of the RELEASED PARTIES, including acts or omissions involving negligence, gross negligence or intentional actions, but does not include intentional misconduct by any of the RELEASED PARTIES. If any provision in the Release is held to be invalid, it is agreed that the balance of the Release shall continue in full legal force and effect.

I warrant the following statements are true and correct and I understand that the RELEASED PARTIES have relied on them in giving me permission to participate in the Program.

- (a) I expressly warrant that I am knowledgeable of the risks attendant to the game of baseball.
- (b) I assume full responsibility for the risks of bodily injury, death or property damage due to the acts or omissions the RELEASED PARTIES, including acts or omissions involving negligence, gross negligence or intentional actions, but not the intentional misconduct by any of the RELEASED PARTIES.
- (c) I warrant that I do not have any physical or mental impairments or disabilities which would or should preclude or limit my participation in the Program or my use of the Facilities or the Equipment.
- (d) I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE IN FRONT OF THE WITNESSES LISTED BELOW.

(Signed)

(Witness)

(Witness)

(Date)