

## HALLMARK WAIVER, RELEASE & INDEMNITY AGREEMENT

13-A-197 REV. 3\*19

## INSTRUCTIONS: Please legibly print top portion in ink. Sign and date at bottom of form.

EMPLOYEE NAME:			EMAIL ADDRESS	:	MOBILE PHONE:
EMPLOYEE NUMBER:	DEPARTMENT:				
RETIRED EMPLOYEES ONLY					
NAME:			MOBILE PHONE:	EMAIL ADDRESS:	
HOME ADDRESS:		CITY:		STATE:	ZIP CODE:

I fully understand the risk of personal injury and property damage that might arise as a result of my participation in fitness center activities, sports leagues and/or tournaments ("Activities") sponsored by Hallmark Cards, Incorporated and/or its affiliates (collectively, "Hallmark"), and/or any other organization sponsoring Activities for employees of Hallmark. I agree to assume such risk. I am in good physical health and I know of no reason why I am not capable of participating in Activities.

I further understand that the distribution, dispensation, possession, use or being under the influence of alcoholic beverages or any illegal substance is prohibited at all Hallmark-sponsored Activities and other recreational activities, including event sites, surrounding stands, and parking lots.

In consideration of the opportunity to participate in Activities and with full understanding of the possible risk of injury associated with my participation in Activities, I hereby **WAIVE** any and all claims for personal injury and property damage, of any kind or character whatsoever against Hallmark Cards, Incorporated, its subsidiaries and affiliates, their officers, directors and employees, and any and all other organizations that might sponsor Activities for employees of Hallmark in the future. I do hereby **RELEASE AND FOREVER DISCHARGE** each and every such person and entity from liability for any such claims which may arise from or occur as a result of my participation in any Activities.

I acknowledge that I have not been ordered by my employer to participate in Activities and that my participation is entirely voluntary. I further acknowledge that I have not been and will not be paid wages or expenses (including travel expenses) while participating in Activities. I recognize that by signing this Waiver, Release & Indemnity Agreement, I am forfeiting all right to recover any amount for any accident or injury, including any workers' compensation benefits.

In addition, I agree to indemnify and hold harmless Hallmark Cards, Incorporated, its subsidiaries and affiliates, their officers, directors and employees, and any and all other organizations that might sponsor Activities from any and all claims of third parties, including but not limited to, claims of fellow employees and members of the public, for personal injury and/or property damages which may result from, or be caused by, my participation in Activities. This indemnity shall survive my participation in any or all Activities.

I ACKNOWLEDGE THAT MY PARTICIPATION IN ACTIVITIES IS VOLUNTARY. I FURTHER ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, RELEASE & IDEMNITY AGREEMENT, THAT I UNDERSTAND IT, AND THAT MY SIGNING THIS AGREEMENT IS VOLUNTARY. THIS WAIVER, RELEASE & INDEMNITY AGREEMENT SHALL REMAIN IN EFFECT UNTIL I SUBMIT A WRITTEN CANCELLATION TO THE HALLMARK EMPLOYEE RECREATION DEPARTMENT.

Signature:

Date: