

**PARTICIPATION AGREEMENT**

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

TO: Any Dr. Pepper Star Center or any other League sanctioned facility, here in after referred to as the Arena (“Arena”) and the League (“League”) and their owners, officers, directors, agents, employee, officials and/or representative:

ASSUMPTION OF RISK: \_\_\_\_\_ (the “Club”) is aware that ice skating activities including but not limited to hockey and figure skating involve certain inherent risks, dangers and hazards, which can result in serious personal injury or death. The Club is also aware that ice skating arenas contain potential dangers to the ice skating public. As such, the Club hereby freely agree to assume and accept any and all known and unknown risks of the injury while participating in ice skating activities. The Club further recognizes and acknowledges that the risks inherent in the sport of ice skating can be greatly reduced by the Club’s players abiding by the Skater Responsibility Code (now known as “Your Responsibility Code”) and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing the Club to participate in any League sanctioned and/or unsanctioned ice skating activities at the Arena, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that the Club have or may in the future have against the Arena and/or the League resulting from the League’s activities at the Arena.
2. TO RELEASE THE ARENA FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT THE CLUB MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY AT THE ARENA, DUE TO ANY CAUSE WHATSOEVER, INCLUDING **NEGLIGENCE OR BREACH OF CONTRACT** ON THE PART OF THE ARENA AND/OR LEAGUE IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF THE ARENA;
3. ARBITRATION: In further, consideration of allowing me to participate in the League’s ice skating activities in the Arena, the Club hereby agree to submit to binding arbitration any and all claims which the Club believes it may have against the Arena and/or the League arising from the League’s activities at the Arena. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced with one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

BINDING EFFECT OF AGREEMENT: This Agreement shall be effective and binding up the Club’s owners, officers, directors, employees, members, volunteers, agents, and/or invitees.

ENTIRE AGREEMENT: In entering into this Agreement, the Club is not relying upon any oral or written representations other than what is set forth in this Agreement.

THE CLUB HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE ARENA AND THE LEAGUE.

\_\_\_\_\_  
Signature of Authorized Club Representative

\_\_\_\_\_  
Date