

Tour Cup Series, Inc.

RELEASE, ACKNOWLEDGEMENT OF RISKS AND INDEMNITY AGREEMENT

This document affects your legal rights. You must read and understand it before signing it.

I, the below named person being 18 or older in age, or the legal guardian of the below named person who is under 18, in consideration of the services of Tour Cup Series, Inc. its officers, affiliates, directors, members, managers, agents, employees, coaches, representatives and assigns all such others being herein collectively referred to as "Releasees", the rate charged for those services, and the right to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with Releasees on behalf of myself, and my heirs, successors, assigns, personal representatives and estate as follows:

Acknowledgement of Risks

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in INJURY, DEATH, PHYSICAL OR MENTAL ILLNESS OR DISEASE, OR DAMAGE to myself, to my property, to spectators or to third parties. I understand and acknowledge those risks may result in personal claims against Releasees, or claims against me by spectators or other third parties. These risks include but are in no way limited to the following (1) the risks which are inherent in the activities of roller hockey, roller skating, and hockey tournaments, events and competitions; (2) the acts, omissions or negligence in any degree of Releasees, or their agents or employees; (3) latent or apparent defects or conditions in equipment, property or facility provided by Releasees or their agents or employees; (4) physical contact with other participants, players or competitors, whether or not such contact is intentional or unintentional; (5) my own physical condition, or lack thereof, and my own acts or omissions; (6) first aid, emergency treatment, or other services rendered or failed to be rendered by Releasees, or their agents or employees; and (7) risks of contact by equipment, pucks or other components utilized by other participants, players or competitors. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness, disease or damage to myself, to my property, or to spectators or other third parties.

Acceptance of Risk and Responsibility

I voluntarily agree, covenant and promise to accept and assume all responsibilities and risks of injury, death, illness, disease or damage to myself or to my property arising from participation this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate in spite of the risks.

Release

I voluntarily release and forever discharge and covenant not to sue Releasees and their agents and employees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or not limited to any and all negligence, fault or strict liability of Releasees and their agents or employees and all other persons or entities, for any and all injury, death, illness, disease and damage to myself or to my property.

Indemnification

I further agree, promise and covenant to hold harmless and to indemnify Releasees and their agents and employees, and all other persons or entities related thereto, from all defense costs, including attorneys' fees, and from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.

Release of Unknown Claims

The releases extended in this document are general releases. I release all other claims in addition to the general claims

Covenant Not to Sue

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Releasees or their agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to myself or my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. In signing this document, I fully recognize that if anyone is hurt or dies or property is damaged while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against Releasees or their officers, agents or employees, even if they or any of them negligently caused the death, bodily injury or property damage.

Acknowledgement of Effect of This Release Agreement

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Releasees or their agents or employees, and any other persons or entities, including but not limited to rights arising from other claims for the acts or omissions, fault or negligence in any degree of Releasees and their agents or employees, and all other persons or entities. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

Participant Insurance Benefits and Representation of Physical Condition

I understand and acknowledge that no major medical insurance benefits will be provided to me during this activity other than by and through the insurance provided by the insurer of Tour Cup Series, Inc. Purchase of this membership is required prior to participation in any activity associated with the business operated by its Releasees, agents and employees. If, for any reason, I have not purchased the membership, I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage, or disablement I may incur while participating in this activity, and to cover bodily injury or property damaged caused to a third party as a result of my participation in this activity. I certify that I am capable of personally paying for any and all expenses, damages, or liabilities what are not covered by insurance. I further acknowledge that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the activity, or otherwise cause harm or injury to myself or any other person.

_____ Initials

Tour Cup Series, Inc. – Rules & Guidelines

ZERO TOLERANCE POLICY

I below signed (named participant) agree to comply with Tour Cup Series, Inc. policy of “zero tolerance.” This applies to all tournaments concerning physical altercation (fighting); use of obscene, profane or abusive language; challenging or disputing officials or disrupting any event. I understand these violations can result in being ejected from a game, suspended or removed from a tournament permanently. For further details contact staff about rules for hockey.

Equipment Requirements – Alternate Sports

I below signed (named participant) will comply with all Tour Cup Series, Inc. equipment requirements involving “any” hockey activity and wear the following: an H.E.C.C. – approved helmet with strap and full face shield for youth and goaltenders with a mouth guard connected to the shield, (B) elbow pads, (C) jersey, (D) gloves, (E) protective cup, (F) pants, (G) knee/shin pads, (H) hockey inline skates with no exposed bolts or brake pads must be taped (I) stick – butt end taped (no black tape), maximum 3/4” curved blade and (J) shoulder pads highly recommended for youth. Adults require same equipment except no face shield required. We recommend a 76A wheel for sport court floors. If a player is injured and is not wearing all the required equipment, the insurance MAY not be in effect to cover the claim.

General Medical Treatment

I hereby permit Tour Cup Series, Inc. and any subsidiary or affiliate which operates the business in which the undersigned engages in recreational activity and their respective employees, agents, and representatives to authorize any medical treatment for me in the event of an emergency.

Authorization to Treat a Minor

I (we), the below signed parent or legal guardians of the below named participant who is a minor, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff or emergency staff licensed under the provisions of the Medical Practice Act and on the staff of any accredited general hospital holding a current license to operate as a hospital in the United States. It is understood that this authorization, given in advance of any specific diagnosis, treatment or hospital care being required, is given to provide authority and power to render care which the aforementioned physician in the exercise of his or her own best judgement may deem advisable. It is understood that an effort shall be made to contact the below signed prior to rendering treatment to the patient, but that none of the above treatment will be withheld if the below signed cannot be reached.

Photo & Video Release

I the below (named participant) grant full permission to Tour Cup Series, Inc., its subsidiaries and affiliates to use any photographs, video tapes, pictures or recording of any practice or league game activity for promotional or instructional or general viewing purposes.

Entire Agreement

I understand that this entire agreement between the below signed and Releasees and their agents and employees, cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the below signed. It is also understood that this entire agreement is valid and effective for each and every activity and session in which the undersigned participates at any facility operated by Tour Cup Series, Inc, its subsidiaries and/or affiliates.

Name of Participant (Please Print) _____ Male _____ Female _____

Date of Birth _____ Age _____

Signature of Participant or Guardian (if under 18yrs) _____

Date: _____

Home Address _____ City _____ State _____ ZipCode _____

Home Phone # _____ Cell Phone # _____ Work Phone# _____

Email Address _____

Yearly Membership (\$20) _____ Weekend Warrior (\$10) _____ Player _____ Coach _____ Referee _____

OFFICE USE ONLY:

Member Type _____ Amount Received _____ Paid Cash _____ Check Number _____ Date Received _____