

**WAIVER OF LIABILITY, RELEASE
ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees.

“Releasees” include David C. Johnson Arena, its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

Participant (and participant’s parent(s)/guardian(s)) acknowledge, understand and assume all risks relating to ice hockey and/or ice skating and related activities, and understand that ice hockey and/or ice skating and related activities involve risks to participant’s person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the “releasees” identified above. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and/or ice skating and related activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant’s parent(s)/guardian(s)) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment.

Participant (and participant’s parent(s)/ guardian(s)) acknowledge, understand and assume the risks, if any, arising from the conditions and use of the ice rink at David C. Johnson Ice Arena and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rink, for negligence selection of certain releasees, or negligent supervision or instruction by releasees.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law.

Participant (and participant’s parent(s)/ guardian(s)) agree if any claim for participant’s personal injury or wrongful death is commenced against releases, he/she shall defend, indemnify and save harmless releases from any and all claims or causes of action by whomever or wherever made or presented for participant’s personal injuries, property damage or wrongful death.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

PARTICIPANT NAME (PRINT)

PARTICIPANT DATE OF BIRTH

PARENT OR GUARDIAN NAME (PRINT)

Date Signed: _____

PARENT OR GUARDIAN NAME SIGNATURE