



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. "Releasers" Duluth Heritage Sports Center, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents, and employees.

For and in consideration of the undersigned participant's signature waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation at the Duluth Heritage Sports Center, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to Zamboni rides activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from 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 below. These risks and dangers include, Not properly sitting, and seat belted on Zamboni. Participant(S) must allow Maintenance personnel to aid participant help in getting into seat of the Zamboni., and these risks and dangers will increase if participant participates do not follow rules explained by maintenance personnel. 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), if applicable) 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 described in the preceding paragraph. I/We agree to abide by and be bound under the rules of Duluth Heritage Sports Center, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available upon written request.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers riding on the Zamboni and understand these waivers and releases are necessary to allow riders on the Zamboni. Significant exclusions may apply to Duluth Heritage Sports Center insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player.

Age _____ Date Signed _____

PARTICIPANT SIGNATURE

PARTICIPANT NAME (PRINT)

Date Signed _____

PARENT OR GUARDIAN SIGNATURE

(If Participant is 17 years of age or younger)

This form is to be retained by the local program.

1W Rev 07/14