

For and in consideration of the undersigned participant's registration with the ND Pond Hockey Championships, its affiliates, local associations and member team and being allowed to participate in pond hockey events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) 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 in pond hockey events, 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 pond ice hockey and any member team activities, and understand that ice hockey and member team 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 "releases" identified below. 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 member team 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), 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 the ND Pond Hockey Championships. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of pond ice hockey rinks 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 rinks, for negligent selection of certain releases, or negligent supervision or instruction by releases.

Participant (and participant's parent(s)/guardian(s), if applicable) 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.

It is the purpose of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include ND Pond Hockey, Devils Lake Park Board or any event organizers, its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

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 releases, that they are fully advised of the potential dangers of pond ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form.

For example, there is no liability coverage for claims of one player against another player.

_____ Age _____ Date Signed _____

PARTICIPANT SIGNATURE

_____ PARTICIPANT NAME (PRINT)

_____ Parent/Guardian Signature (Under 18)