

## MURRYSVILLE DEK HOCKEY, LLC AGREEMENT AND RELEASE OF LIABILITY

In consideration of Murrysville Dek Hockey, LLC and its officers, directors, agents, servants, members, employees, independent contractors, suppliers, instructors, lessors, referees and all others associated (the "**Released Parties**") allowing \_\_\_\_\_ (please print your name) to utilize the facilities, equipment and services and to participate in the deck and roller hockey leagues, tournaments, practices, drills, any type of open play and related activities of the Released Parties (collectively, the "**Activities**"), the undersigned hereby agrees as follows:

1. ASSUMPTION OF RISK. I know and understand the scope, nature and extent of the risks involved with the Activities and voluntarily and freely choose to incur such risks, understanding that those risks may include serious injury or death. (\_\_\_\_\_) Initial.
2. RELEASE FROM LIABILITY. I exempt and release the Released Parties from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property while upon the premises of Murrysville Dek Hockey, LLC and/or while participating in any of the Activities, whether such loss, damage or injury results from negligence, either active or passive of the Released Parties or from some other cause. I agree that the owners and operators of the deck and roller hockey facility used in connection with the Activities have no responsibility for my actions or my safety. I understand that I am giving up legal rights which I may otherwise have by entering into this Agreement. (\_\_\_\_\_) Initial.
3. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise, and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise, against the Released Parties nor to initiate any, nor assist in the prosecution of any, claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of injury or death to me or damage to my property arising from the Activities. (\_\_\_\_\_) Initial.
4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I shall indemnify, save and hold harmless the Released Parties from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the Activities. (\_\_\_\_\_) Initial.
5. CONTINUATIONS OF OBLIGATIONS. I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which I participate in any of the Activities or in any other activities on the premises of Murrysville Dek Hockey, LLC and shall be binding upon my heirs, executors and administrators of my estate. (\_\_\_\_\_) Initial.
6. FREE CHOICE. I hereby acknowledge that I have read all of the provisions above, fully understand the terms and conditions expressed above and have freely chosen to accept the provisions of the foregoing Sections relating to EXEMPTION FROM LIABILITY, COVENANT

NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUATION OF OBLIGATIONS. (\_\_\_\_\_) Initial.

7. VALIDITY OF WAIVER. I understand that if I institute any such suit or action at law for any claim for damages or cause of action because of injury or death to me or damage to my property due to the Activities, the waiver provided for in this Agreement can and will be used in court and that waivers of such type have been upheld in courts in similar circumstances. (\_\_\_\_\_) Initial.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 200\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_, 200\_\_

For Participants of Minority Age (under 18 at the time of Registration)

This is to certify that I, as a parent/guardian with legal responsibility for a minor who desires to participate in the Activities, do hereby acknowledge that I have read all of the provisions above, fully understand the terms and conditions expressed above and have freely chosen to accept the provisions of the foregoing Sections relating to EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUATION OF OBLIGATIONS as such provisions relate to the minor participant for whom I have legal responsibility. Accordingly, as a parent/guardian with legal responsibility for a minor who desires to participate in the Activities, I consent and agree to permit such minor to participate in the Activities upon the terms and conditions set forth in this Agreement.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_, 200\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_, 200\_\_