



**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT,
CONSENT TO TREATMENT, AND COVENANT NOT TO SUE**

The undersigned Participant hereby releases, exempts, waives, and relieves the 1883 Black Ice Hockey Association and the City of Concord, New Hampshire, together with their respective administrators, directors, managers, agents, employees, contractors, affiliates, sponsors, advertisers, ice officials, legal representatives, organizers, volunteers, workers, promoters and their respective successors and assigns (collectively, “**RELEASEES**”) from and with respect to any and all liability for personal injury, property damage, wrongful death, and all other claims of any nature, whether at law or equity, **INCLUDING CLAIMS RESULTING FROM RELEASEES’ NEGLIGENCE**, arising from or in any way related to the undersigned’s participation in or attendance at the 1883 Black Ice Championship Pond Hockey tournament in Concord, New Hampshire (the “**Tourney**”).

Participant warrants that he/she is in proper physical condition to participate in the Tourney, and acknowledges, understands, and assumes all risks relating to the Tourney, ice hockey generally, and any member team activities. Participant also understands that ice hockey and related activities include foreseen and unforeseen risks to Participant’s person, including bodily injury, partial or total disability, paralysis and death, and damages that may arise therefrom. Participant acknowledges, understands and assumes the risks arising from the conditions and use of pond hockey rinks and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (**including any cause of action based on RELEASEES’ negligence**) arising from the performance or failure to perform maintenance, inspection, supervision or control of said areas and the failure to warn of dangerous conditions existing at said rinks and adjacent areas and facilities. Participant also hereby consents to such medical treatment as officials deem necessary in the event that Participant becomes ill or is injured at the Tourney facilities. Participant also understands that the Tourney and related activities may be photographed, filmed, or recorded, and consents to **RELEASEES’** use and publication of Participant’s photograph, audio recordings, or other depictions or publications concerning the Tourney.

This *Waiver of Liability, Release, Assumption of Risks, Indemnity Agreement, Consent to Treatment, and Covenant Not to Sue* (“**Release**”) shall be governed by the applicable laws of New Hampshire, and Participant agrees that any legal action concerning the effect of this Release or the subject matter hereof shall be adjudicated only in the federal or state courts of New Hampshire, and in no other jurisdiction. If any part of this Release is determined to be unenforceable, all other parts shall be given full force and effect. Participant also covenants not to sue **RELEASEES**, and further agrees that if any claim for Participant’s personal injury or other damages is commenced against **RELEASEES**, Participant shall **DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS** from and with respect to any and all claims or causes of action by whomever or wherever made or presented, including defense costs and legal fees. Participant further acknowledges that he/she has read and understands the meaning of this document and has not relied upon any representations of **RELEASEES**, and that he/she is fully aware of the potential dangers of pond hockey and related activities.

I have voluntarily executed this Release, fully intending to be bound hereby.

Signature _____

Date of Execution: _____

Print Name _____

Witness: _____

Date of Birth _____

Team Name: _____

**Please mail to: Black Ice Pond Hockey Association, attn: Waivers, PO Box 3653, Concord, NH 03302
fax to: 603-224-8306 or email: lpascoal@nhdist.com.**