

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

In consideration of myself being an Adult 18 or older in age, or being the legal guardian of the below named Minor who is under 18 years of age being allowed to participate in any way in any Hendersonville Inline Hockey Association ("HIHA") inline hockey activity (collectively the "Activity"), I agree and acknowledge:

I understand the nature of Hendersonville Inline Hockey Association and Inline Hockey Activities and acknowledge the Adult/or Minor's capabilities and believe the Adult or Minor to be qualified to participate in such Activity. I further acknowledge that the Adult or Minor is aware that the activity will be conducted in areas open to the public during the Activity I further agree and warrant that if, at any time, the Adult, Legal Guardian or Minor believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activity.

1. I FULLY UNDERSTAND that (a) Hendersonville Inline Hockey Association & Inline Hockey Activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by the Adult or Minor's own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES incurred as a result of the Minor's participation in the Activity.
2. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS Hendersonville Inline Hockey Association, their respective administrators, directors, members, agents, officers, officials, volunteers, and employees, and other participants, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the "Releasees", or otherwise, including negligent rescue operations and further agree that if, despite the release I, the Adult or Minor, or anyone on the Adult or Minor's behalf makes a claim against any of the releases named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST AS MAY INCUR AS THE RESULT OF SUCH CLAIM.
3. I also irrevocably authorize Hendersonville Inline Hockey Association to use the Participant's photographs or video without compensation, for publication and advertising in connection therewith. This includes newspaper articles, print ads, HIHA website and social media websites monitored by HIHA.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING IT'S TERMS, UNDERSTANDING THAT I AND/OR THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name of Adult or Minor Child Participant (Please Print)

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

Street Address _____ City _____ State _____ Zip _____