

READ BEFORE SIGNING

**WARRANTY AND CONSENT
ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY
INDEMNITY AGREEMENT**

IN CONSIDERATION of allowing me to participate in the program, related events and activities of the:

CASTLE DOWNS HOCKEY SCHOOL

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this program must assume; and
2. I believe that I am physically, emotionally and mentally able to participate in this program, and that my equipment is mechanically fit for my use in this program; and
3. I understand that all applicable rules for participation must be following and that at all times the sole responsibility for personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition of if I feel that I have experienced deterioration in my physical, emotional or mental fitness for continues participation in the program.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

1. An unqualified **ASSUMPTION OF ALL RISKS** associated with participation in this program by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue of operations or procedures, of the program organizer and any persons associated therewith or participating therein; and
2. **A FULL AND INAL RELEASE OF WAIVER OR LIABILITY** of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, if officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the programs, sanctioning bodies, medical or rescue personnel (the **RELEASEES**), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise; and
3. An **UNDERSTANDING NOT TO SUE THE RELEASES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program; and
4. An **AGREEMENT O INDEMNIFY** and **SAVE** and **HOLD HARMLESS** the **RELEASES**, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the **RELEASES** or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASES ARE RELAYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIAPION IN THIS PROGRAM.

I UNDERSTAND THAT MY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Guardian & Participant

Printed Name of Guardian & Participant

Signature of Witness

Printed Name of Witness

Date