

## PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**TO:** KMD Hockey, LLC, KMD Arena, LLC, Lynch Hockey, LLC, Lynch Arena, LLC and the League of which I am a participant ("League") and their owners, officers, directors, agents, employees, and/or representatives (collectively "Releasees"):

**ASSUMPTION OF RISK:** I am aware that ice skating and sports-play involves certain inherent risks, dangers, and hazards, which can result in serious personal injury or death. I am also aware that ice skating arenas contain potential dangers to the ice skating public. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participating in ice skating and sports activities at the complexes known as Rhode Island Sports Center located at 1186 Eddie Dowling Highway, North Smithfield, Rhode Island and Lynch Arena located at 25 Andrew Ferland Way, Pawtucket, Rhode Island (the "Complexes"). I further recognize and acknowledge that the risks inherent in ice skating and sports-play can be greatly reduced by: taking lessons, abiding by the Skater Responsibility Code (now known as 'Your Responsibility Code'), abiding by League and/or Complexes rules/regulations and using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in the League's ice skating and sports-play activities at the Complexes, I hereby, to the fullest extent permitted by law:

1. **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees resulting from the League's activities at the Complexes.
2. **RELEASE** each of the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the activity described in this Agreement, due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees in the operation, supervision, design, or maintenance of the Complexes.

**ARBITRATION:** In further consideration of allowing me to participate in the League's ice skating and sports activities in the Complexes, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against any of the Releasees arising from the League's activities at the Complexes. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the towns where the Complexes are located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

**SEVERABILITY:** I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the State of Rhode Island and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon by heirs, next of kin, executors, administrators, assigns and representatives.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

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Participant Name

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Signature (Parent or Guardian if Participant is under 18 years of age)

Date

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Date of Birth

Phone

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Address

City/State/Zip

**TEAM NAME:**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ARENA AND THE LEAGUE .

<b><u>PLAYER'S PRINTED NAME</u></b>	<b><u>PLAYER'S SIGNATURE</u></b>	<b><u>DATE</u></b>

**LEAGUE:**  
RI Sports Center Adult Hockey League