

**-PAVILION CUP POND HOCKEY CHAMPIONSHIP-  
- FEBRUARY 5-7TH, 2010 -**

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

**This is a Release and Waiver of your rights to commence legal action. This release may be used against you in a Court of law if you commence legal action against any released party or person. PLEASE READ THE FOLLOWING VERY CAREFULLY.**

In consideration of the acceptance of this entry in the 2010 Pavilion Cup Pond Hockey Tournament, herein referred to as the "Event", the undersigned, for myself, my personal representatives, my heirs, next of kin, executors, administrators and assigns:

1. Hereby releases, waives, discharges Lily Lake Pavilion Inc., their directors, officers, agents, volunteers and employees and any other person or organization assisting in the Event, herein referred to as "Releasees", from all liability to the undersigned, my personal representatives, heirs, next of kin, executors, administrators and assigns for any claims for loss, damage or injury suffered by me as a result of my participation in or traveling to or from the Event or any activities associated therewith including any loss, injury to the person or property or resulting in death of the undersigned arising out of, or related to the Event, whether caused by the negligence or omission of the Releasees or otherwise.
2. Hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's participation in the Event whether caused by the negligence of the Releasees or otherwise.
3. Hereby acknowledges that the activities of the event are dangerous and involve the risk of injury and/or death and/or property damage and assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event whether caused by the negligence of Releasees or otherwise.
4. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the Province of New Brunswick and the laws of Canada applicable therein, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I specifically acknowledge that there is a risk of personal injury associated with my participation in the Event and any related activities and agree to assume all such risk. **I further state that I am in proper physical condition to participate in the Event and will wear all appropriate safety equipment, including, but not limited to, a hockey helmet while participating in on-ice activities.**

I also give my permission for the free use of my name and image in any broadcast, telecast or written account of the Event.

**I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

DATED: FEBRUARY \_\_\_\_\_, 2010

WITNESS SIGNATURE:

PARTICIPANT SIGNATURE:

\_\_\_\_\_  
Witness Name:  
Address:  
Phone:

\_\_\_\_\_  
Participant Name:  
Team: