

# SKATE THE LAKE and ROCK THE LAKE RELEASE AND WAIVER OF LIABILITY

## BY SIGNING THIS DOCUMENT YOU ARE ENTERING INTO A CONTRACT WHEREIN YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TO: The organizers, promoters, participants of the Skate the Lake Pond Hockey tournament, Minnedosa Commercial Hockey League, sanctioning organizations, The Minnedosa and District Recreational Commission, Minnedosa Minor Hockey, Town of Minnedosa, Rock the Lake pondspiel and its officers and employees, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees",;

**ASSUMPTION OF RISK:** I am aware that ice skating and lake curling involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that outdoor ice skating and lake curling facilities 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 the Skate the Lake Pond Hockey Tournament +/-or Rock the Lake pondspiel. I further recognize and acknowledge that the risks inherent in the sport of ice skating and the sport of lake curling can be greatly reduced by taking lessons, abiding by the rules of the tournament and by using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in the Skate the Lake Pond Hockey Tournament +/-or Rock the Lake pondspiel, I hereby agree to the fullest extent permitted by law, as follows:

1. I AM AT LEAST THE FULL AGE OF 18 YEARS.

2. I AGREE TO WAIVE ANY AND ALL CLAIMS WHATSOEVER that I have or may in the future have against the releasees named above; and

3. I AGREE TO RELEASE the releasees named above from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, arising from participation in the Skate the Lake Pond Hockey tournament +/-or Rock the Lake pondspiel, due to any cause whatsoever, including negligence or breach of contract regarding the design, manufacture, selection, installation, maintenance or adjustment of the equipment and in the operation, supervision, design, or maintenance of the outdoor skating and outdoor curling facilities.

**ARBITRATION:** In consideration of allowing me to participate in the Skate the Lake Pond Hockey Tournament +/-or Rock the Lake pondspiel, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the releasees named above. 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 town of Minnedosa, unless otherwise mutually agreed to by all the parties. The submission to arbitration shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my 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.

4. **PHOTO RELEASE:** I hereby give permission for Skate the Lake and Rock the Lake to use any photographs for future promotional materials produced or web pages used by Skate the Lake +/-or Rock the Lake.

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 NAMED ABOVE.

**Name of Participant** PLEASE PRINT: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

*If participant is under 18 years of age:*

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date