

Syracuse Pond Hockey

February 21st, 2010

WAIVER AND RELEASE OF LIABILITY

“Labatt Blue Syracuse Outdoor Classic Pond Hockey Tournament”

I acknowledge that I have agreed to participate in the Labatt Blue Outdoor Classic Pond Hockey Tournament taking place in Syracuse, NY, on February 21, 2010 (the “Event”) and as a condition to my participation in the Event, I agree with the following:

1. I acknowledge, understand and agree that my participation in the Event, as a hockey playing participant, is completely voluntary. I acknowledge that there may be potential for risk of injury from my travel to, travel from, and participation in the Event, and I hereby knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for any and all injuries (including death) or loss arising from my participation in the Event.
2. For the purposes of this agreement, “Released Parties” expressly includes North American Breweries (“Labatt”) and Performax Hockey Systems, and each of their respective officers, directors, employees, affiliates, parents, subsidiaries, agencies, successors, assigns, and those acting with authority or permission from any of them, collectively the “Released Parties.”
3. I, ON BEHALF OF MYSELF AND MY SUCCESSORS, HEIRS AND ASSIGNS, AGREE TO FOREVER WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGES RELATING TO THE USE OF MY LIKENESS, INJURIES (INCLUDING DEATH) OR LOSS (INCLUDING DAMAGE TO PROPERTY) SUFFERED BY ME ARISING OUT OF OR RELATED TO MY TRAVEL TO, TRAVEL FROM AND PARTICIPATION IN THE EVENT OR ANY ACTIVITIES RELATED THERETO, REGARDLESS OF WHETHER SUCH CLAIMS RESULT FROM NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
4. If any provision of this Authorization, Waiver and Release is deemed to be invalid or unenforceable to any extent, the remainder of this Authorization, Waiver and Release shall not be affected, and each remaining provision of this Authorization, Waiver and Release shall be valid and enforceable to the fullest extent permitted by law.
5. This Authorization, Waiver and Release shall be governed by and construed in accordance with the laws of the State of New York. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of New York. I hereby consent to the personal jurisdiction of said court within the State of New York, and waive all defenses of lack of personal jurisdiction and forum non conveniens.
6. I hereby warrant and certify that **I am at least 21 years of age** and have the right to contract in my own name.
7. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AUTHORIZATION, WAIVER AND RELEASE, AM FULLY FAMILIAR WITH AND UNDERSTAND ITS TERMS, HAVE HAD ANY QUESTIONS REGARDING ITS EFFECT OR THE MEANING OF ITS TERMS ANSWERED TO MY SATISFACTION, ALL PRIOR TO ITS EXECUTION, AND AGREE TO THOSE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COMPULSION AND I UNDERSTAND I AM GIVING UP VALUABLE LEGAL RIGHTS IN SIGNING THIS AGREEMENT. This Authorization, Waiver and Release shall be binding upon me and my heirs, legal representatives and assigns.

AGREED AND CONSENTED TO:

Name _____

Signature _____

Date _____

Team _____

ALL WAIVER FORMS DUE BEFORE EVENT DATE !!!

EMAIL TO ED@PERFORMAXSPORTS.COM OR MAIL TO 598 Seabrook Dr, Williamsville NY 14221