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# OLD GUYS SUMMER HOCKEY WAIVER AND RELEASE

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The undersigned members of a group (hereinafter referred to as "**Participants**") wish to participate in Old Guys Summer Hockey (hereinafter referred to as "**Hockey**") to be conducted primarily at Wakota Civic Arena. **Participants** agree to allow Terrence Bogie (hereinafter referred to as "**Bogie**") to arrange ice times, collect fees, and to see that roughly one half of **Participants** form a team wearing white jerseys and the remaining **Participants** into a team wearing dark jerseys to compete in **Hockey** each session. It is understood and agreed by all parties that **Bogie** performs no other function than the aforementioned, nor is responsible for any other aspects or activities related to **Hockey**.

*The undersigned further acknowledges and agrees:*

1. That **Participants** are fully aware there are dangers and risks inherent to playing the sport of hockey in the **Hockey**, including, but not limited to, the possibility of physical injury while on the ice, while in the locker room, while anywhere on the ice arena premises, or any other causes; and
2. That **Participants** expressly assume all such dangers and risks relating to or arising out of participation in the **Hockey**; and
3. That **Participants** hereby forever release and discharge **Bogie** from and against any and all claims whatsoever, that **Participants** or their heirs, executors, administrators, successors or assigns have or hereafter, at any time, shall or may have against the **Bogie**, arising out of, or in connection with, participation in the **Hockey** whether or not arising out of negligence of **Bogie**, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property of, the undersigned understands and agrees that, in the event of any injury to the **Participant**, **Bogie** will not be responsible for any decisions relating to medical treatment for the **Participant** or for such treatment itself.

## *Miscellaneous*

**Participants** also understand and agree that this release does not apply to any intentional, grossly negligent, willful or wanton acts on the part of any of the released parties. The Release shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to the conflict of law provisions thereof and **Participants** hereby consent to venue and personal jurisdiction in the district court of the State of Minnesota. If any portion of this Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect. **Participants** intend the statements made herein to be perpetual, and **Participants** will be bound by them unless and until expressly rescinded by the undersigned in writing and delivered via registered mail to **Bogie**.

## *Representations*

The undersigned states that he/she read and understands the Release and that he/she has been given an opportunity to review this Release with anyone he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. The undersigned further states that the **Participant** is in good physical condition, is physically fit to participate in the **Hockey** and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

*The undersigned has executed and agreed to this Waiver and Release as of the date stated below.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_