



DENVER WOMEN'S HOCKEY LEAGUE

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

(ADULT PARTICIPANT FORM)

In consideration of permission granted to me to participate in ice hockey and any incidental event or activity ("Activity" and, collectively, "Activities") organized, administered or sponsored by the Denver Women's Hockey League (the "DWHL"), I agree as follows:

1. I acknowledge and understand that dangers exist with respect to each Activity due to many factors, including without limitation my own actions or inactions, the actions or inactions of others participating in or viewing such Activity, the condition of the ice arena and facility or other prevalent conditions. I also acknowledge and understand the nature of the Activities and my level of experience and capabilities, and represent and warrant that I am qualified and physically able to fully participate in such Activities. I am aware that any Activity may be conducted in facilities open to the public.
2. I understand that: (a) each Activity involves physical and other risks and dangers to me, including without limitation those of property loss or damage, serious bodily injury, partial or total disability, blindness, paralysis and death ("Risks"); (b) these Risks may result from a number of factors, including without limitation my own actions or inactions, the actions or inactions of others participating in or viewing such Activity, the condition of the ice arena and facility or other prevalent conditions, or the action or inaction, including carelessness or negligence, of one or more "Released Parties", as defined in 3., below; (c) there may be other risks, dangers, and social and economic losses, either not known to me or not reasonably foreseeable at this time; and, (d) I fully accept and assume all of such risks and all responsibility for any losses, costs, expenses, liabilities and damages incurred as a result of or relating in any way with my participation in such Activity wherever or however it is held, whether occurring prior to, during or after the Activity.
3. On behalf of myself, and my heirs, executors, administrators and assigns, I hereby waive, release, discharge, covenant not to sue and agree to hold harmless the DWHL and its administrators, directors, agents, officers, representatives, coaches, volunteers, officials, hosts, guests, employees and members, all other participants in, sponsors of and advertisers for any Activity, and all owners, operators, lessors and service providers of or for the premises in or on which any Activity takes place (each, a "Released Party") of, from and against any and all claims, actions, demands, losses, costs, expenses, liabilities or damages resulting from or arising from, or incurred in connection with, any Activity (each a "Claim"), including without limitation any Claim caused, resulting or arising from or alleged to be caused, resulting or arising from, in whole or in part, the action, inaction, carelessness or negligence of any Released Party, including any negligent rescue operation. I further agree that if, despite this release, I or anyone on my behalf makes a Claim against any Released Party, I will defend, indemnify (protect against loss) and hold harmless such Released Party of, from and against any loss, cost, expense, damage or liability that such Released Party may incur as a result of, arising from or in connection with such claim, including without limitation any attorney's fees or other costs or expenses of litigation or alternative dispute resolution.
4. I acknowledge that I have read, understand and accept the terms and conditions in the DWHL's Official Handbook and the Official Rules located in full on the official website at <http://www.dwhl.org>. I further understand that if I violate any of the terms and conditions of either the Official Handbook or Official Rules, my DWHL membership may be suspended or revoked and in that event, no refund of any part or all of my membership fee will be owed to me by DWHL.
5. **I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL CLAIMS AND LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY TERM OR CONDITION HEREIN IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THAT ALL OTHER TERMS AND CONDITIONS HEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Printed Name of Participant

Participant's Signature

Date