

PLEASE READ CAREFULLY

This RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT

("Agreement"), is entered into by and between **(YOUR NAME)** _____
("Participant"), and Stimilon International, LLC and/or The City of Dover, NH. As used in this Agreement, the term Participant shall include the parent or legal guardian where the Participant is under the age of eighteen (18).



WHEREAS, Participant recognizing that participation in the scheduled event is a **HAZARDOUS ACTIVITY which is inherently dangerous**, has voluntarily entered the event **despite all known and unknown risk of serious personal injury and/or death presented** by practicing for and/or actual participation in the event; and

WHEREAS, Participant understands that this Agreement is a **general release** barring Participant from bringing any claim for personal injury and/or death which is any way related to practicing for and/or participating in the scheduled event; and

WHEREAS, Participant knows his/her own capabilities and limitations regarding participation in the event entered;

NOW, THEREFORE, in consideration of being permitted to participate in the scheduled event, Participant expressly and freely agrees as follows:

1. To **ASSUME ALL RISK** of serious personal injury and/or death arising from practicing and/or participating in the scheduled event.
2. To **inspect** the venue prior to practicing for and/or participating in the event.
3. To **WAIVE** any and all claims that participant may in the future have against, Stimilon International, LLC and/or The City of Dover, NH, their officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, and all sponsors, for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's practicing for and/or participation in the scheduled event, **due to any cause whatsoever, including but not limited to negligence** on the part of Stimilon International, LLC and/or The City of Dover, NH, their officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, all sponsors, any entity or person hired to perform any function with respect to the Stimilon Pond Hockey Challenge Event, and all volunteers.
4. To **RELEASE FROM LIABILITY AND HOLD HARMLESS** Stimilon International, LLC and/or The City of Dover, NH, their officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, and all sponsors, for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's practicing for and/or participation in the scheduled event, **due to any cause whatsoever, including but not limited to negligence** on the part of Stimilon International, LLC and/or The City of Dover, NH, their officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, all sponsors, any entity or person hired to perform any function with respect to the Stimilon Pond Hockey Challenge Event, and all volunteers.

Participant agrees that any claim which he/she may at any time bring for any reason against The City of Dover, NH shall be submitted to the jurisdiction of the State or Federal Courts in the State of New Hampshire and in no other jurisdiction. . Participant agrees that any claim which he/she may at any time bring for any reason against Stimilon International, LLC shall be submitted to the jurisdiction of the State or Federal Courts in the State of Connecticut and in no other jurisdiction. Any claim brought shall be governed by the laws of the state in which the claim arose.

I, the undersigned Participant having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon me, my heirs, assigns, and next of kin.

Signature of Participant: _____



Participant's Date of Birth: _____ Today's Date: _____



In case of emergency contact: _____ Number: (_____) _____

Signature of Parent/Legal Guardian: (if Participant is under 18 years of age)

Please print Participant's name and phone number

Notary & Date



*****Parent/Legal Guardian Must Sign if Participant is Under 18*****