

ALGONQUIN T-HAWKS HOCKEY DODGEBALL TOURNAMENT LIABILITY WAIVER FORM

Parent/Guardian, on behalf of the minor Participant, acknowledges that the Participant chooses to partake at his/her own risk. In consideration of this agreement between Parent/Guardian of Participant and the Algonquin Boys Hockey organization, Algonquin Athletic Boosters Club Inc., Algonquin Regional High School/System in the Northborough/Southborough Massachusetts school district, and any subsidiary/affiliate with the school (which will now be referred to as 'ARHS Hockey'), allowing Participant to be a team member and take part in the dodgeball tournament, hereby on behalf of Participant, Participant's heirs, executors, administrators, legal representatives, assigns and successors in interest (collectively "Successors"), Parent/Guardian on behalf of Participant release and forever discharge individually each member of 'ARHS Hockey', its principles, members, coaches, sponsors, affiliates and Boosters from any and all liability, claim, loss, cost of expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any legal way to any negligence, action or omission to act of any such person or organization in connection with organization, execution or sponsorship of any activities in which Participant is a team member or spectator.

Parent/Guardian on behalf of Participant fully realize the dangers of participating in any activities during the tournament referenced above and fully assume the risks associated with such participation including, by way of example, and not limitations, the following: the dangers of collision with other players, and fixed and moving objects; the dangers arising from surface hazards, and the possibility of serious physical and/or mental trauma or injury associated with any activities.

Parent/Guardian on behalf of Participant hereby waive, release and discharge for Participant and his or her Successors, any and all rights and claims which have or which may hereafter occur to Participant against ARHS Hockey, its principles, members, coaches, sponsors and affiliates for any and all damages which may be sustained by Participant directly or indirectly in connection with, or arising out of, his participation in or association with any activities.

Parent/Guardian on behalf of Participant agrees, for Participant and his or her Successors, that the above representations are contractually binding, and are not mere recitals, and that should Participant, Parent/Guardian or Participant's Successors assert a claim in contravention of this agreement, Participant and Parent/Guardian or Participant's Successors shall be liable for expenses incurred (including legal fees) by the other party or parties in defending, unless the other parties are financially adjudged liable on such claim for willful and wanton negligence.

Participant and Parent/Guardian hereby indemnify individually the members of 'ARHS Hockey' for any and all damages and costs that arise out of any claims that result from the minor participant's participation.

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_