



PAINESVILLE DEKHOCKEY
WAIVER & RELEASE

I, the applicant, _____, am hereby requesting to participate in the physical sport of Dek hockey with the Ohio Limited Liability Company known as Painesville Dek Hockey. I understand that Dek Hockey is a physical contact sport and acknowledge that I am assuming any and all risks, hazards, and possible injuries, including but not limited to physical or mental injury, trauma, sickness, illness, or death, that could be a result of participation in such a physical contact sport, either as a participant and/or spectator, whether caused by equipment failure, the failure of safety equipment, weather, or acts of other participants. I am fully aware of the fact that physical collisions between or among players in this sport are common and that physical injury can result. I accept and hold Painesville Dek Hockey and the City of Painesville harmless for any and all hazards of participation in said sport and herein assume the risk and dangers of injury incident thereto, including but not limited to injuries or damages arising from the negligence or carelessness of fellow players, referees, staff and spectators, present on or near the property on which the facility is located. I assume said risk whether my involvement is as a participant or spectator.

The assumption of liability encompasses any injury by participants, acknowledging that I am also aware that Dek Hockey is played out of doors under various weather conditions, which may cause the surfaces to become slippery when wet or moist. Further, the assumption of liability includes the acknowledgement that the surface on which the sport is played may come apart under certain conditions, and if injury did result in such event, as well as by virtue of collisions with the surface, the retaining wall, net and net structures and other structures on or near the playing area. I ACCEPT ALL OF THE HAZARDS AND RISKS OF PARTICIPATION IN THIS PHYSICAL CONTACT SPORT AND HEREBY WAIVE, RELEASE, ABSOLVE, INDEMNIFY, AND AGREE TO HOLD HARMLESS, the organizers, sponsors, supervisors, participants, owners of the business and owners of the premises as well as any and all providers of equipment or services to the facility, as well as persons, whether in the course of the organized play or while I am at the Painesville Dek Hockey facility, or being transported to or from a facility, by or on the part of any person or entity present at or near the facility, including but not limited to, and all damages or injuries including, but not limited to, serious injury arising as described above.

I further understand and agree that in the event that litigation is instituted against any of the above protected parties, I shall indemnify and hold such party harmless from any and all costs of defending said claim including, but not limited to, all reasonable attorney fees and/or costs involved therein.

I further understand and agree that it is my responsibility to learn, understand, and obey the rules governing play, including any special written rules of the Painesville Dek Hockey and any special rules communicated to the team captain/representative by the management of Painesville Dek Hockey. I further understand and agree that players violation any such rules are subject to suspension in the sole discretion of management of Painesville Dek Hockey with no money refunded.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT. I FURTHER UNDERSTAND AND AGREE THAT IT CONSTITUTES A WAIVER OF CERTAIN LEGAL RIGHTS WHICH I MAY HAVE. MY SIGNATURE HEREON HAS IN NO WAY BEEN COERCED AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

Participant or Parent Guardian (if under 18) _____ DATE _____