

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT  
NOTRE DAME OLDTIMERS' HOCKEY LEAGUE  
(the "League")

**IN CONSIDERATION OF ALLOWING ME TO PARTICIPATE IN THE LEAGUE:**

**I CONFIRM TO YOU THAT;**

- (a) I acknowledge the risk of serious injury and death which any participant in the League must assume,
- (b) I believe that I am physically and mentally able to participate in the League, and that my equipment is fit for that purpose;
- (c) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for my personal safety remains with me, and
- (d) I will immediately remove myself from participation and notify the nearest official if, at any time, I sense or observe any unusual hazard or unsafe condition, or if I feel that I have experienced any deterioration in my physical or mental fitness for continued participation in the League.

**ASSUMPTION OF RISK:**

1. I assume all risks associated with my participation in the League including those arising from negligence or gross negligence of the League executive members, team representatives, game officials, other participants in the League, and other person assisting in the operation of the League (collectively the "Releasees").

**RELEASE:**

2. I hereby release and fully discharge and promise not to sue the Releasees of and from all liability and responsibility with respect to all injury, disability, death or loss or damage to person or property as a result of my participation in the League whether arising from the negligence, gross negligence, negligent rescue or for any other reason whatsoever **EXCEPT** that notwithstanding the foregoing, nothing herein shall release another participant in the League from liability for damage caused by him as a result of an intentional act intended to cause significant injury to me.

**WAIVER OF LEGAL RIGHTS:**

3. **I UNDERSTAND THAT BY AGREEING TO THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I MAY OTHERWISE HAVE.**

**GENERAL:**

4. This Agreement will enure to the benefit of the Releasees and their heirs, assigns and personal representatives and be binding on me and my heirs, assigns and personal representatives.

5. I understand that the Releasees are relying upon my agreeing with the terms of this Agreement in allowing my continued participation in the League.

6. I enter into this Agreement voluntarily.

7. This Agreement will remain in effect for the entire time I participate in the League and survive and remain effective after I cease participation in the League.

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