

LABATT  BLUE
BUFFALO
POND HOCKEY
TOURNAMENT

RELEASE OF LIABILITY
“Labatt Blue Buffalo Pond Hockey Tournament”

THIS IS A LEGAL DOCUMENT. I acknowledge that I have agreed to participate in the Labatt Blue Pond Hockey Tournament taking place in Buffalo, NY, on February 27th-28th, 2010 (the “Event”) and, in consideration of being permitted to participate in the Event, and as a condition to my participation in the Event, I hereby agree, with the understanding that my signing this document will be relied upon by others, as follows:

1. I acknowledge, understand and agree that my participation in the Event, as a playing participant, is completely voluntary. I acknowledge that there may be a risk of injury not only from participating in the Event, but also from my travel to and from the Event and from the actions or inactions of others. I hereby freely assume all such risks, both known and unknown, and assume full responsibility for any and all injuries to me, including my death, or for loss to my property, arising from my participation in the Event and from the actions or inactions of others, or myself, which may bring about such injuries or death or loss of property.
2. For the purposes of this agreement, “Released Parties” expressly includes Strategic Sports Group d/b/a STRATEGIC, Eric Mower and Associates, and Labatt USA Operating Co., LLC d/b/a North American Breweries, The City of Buffalo, and Performax Hockey Systems, and each of their respective officers, directors, employees, affiliates, parents, subsidiaries, agencies, successors, assigns, and those acting with authority or permission from any of them, collectively the “Released Parties.”
3. I, ON BEHALF OF MYSELF AND MY SUCCESSORS, HEIRS AND ASSIGNS, AGREE TO FOREVER WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGES RELATING TO INJURIES, INCLUDING MY DEATH, OR LOSS TO MY PROPERTY, SUFFERED BY ME ARISING OUT OF, OR RELATED TO, MY TRAVEL TO, TRAVEL FROM, OR PARTICIPATION IN, THE EVENT OR FROM THE ACTIONS OR INACTIONS OF ANY PERSON, INCLUDING THE RELEASED PARTIES, REGARDLESS AS TO WHETHER SUCH ACTIONS OR INACTIONS ARE NEGLIGENT, RECKLESS OR WILLFULL. FURTHER, I AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FOR ANY CLAIM FOR INJURY, DEATH, LOSS OF PROPERTY, BROUGHT AGAINST THE RELEASED PARTIES BY ANY OTHER PERSON AS A RESULT OF MY NEGLIGENT, RECKLESS, OR WILLFIL ACTIONS OR INACTIONS THAT ARE RELATED TO THE CLAIM BEING MADE.
4. If any provision of this Release is deemed to be invalid or unenforceable, each remaining provision of this Release shall be valid and enforceable to the fullest extent permitted by law.
5. This Release shall be governed by and construed in accordance with the laws of the State of New York. Any suit or action arising hereunder shall be filed in Erie County, New York.
6. I hereby represent that I am 21 years of age or older and have the right to contract in my own name.
7. **I ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT AND THAT I HAVE CAREFULLY READ IT AND HAVE HAD AN OPPORTUNITY TO REVIEW ITS TERMS AND LEGAL EFFECTS ON ME WITH AN ATTORNEY. I UNDERSTAND THE TERMS OF THIS DOCUMENT AND I AM EXECUTING THIS RELEASE AS AN ACT OF MY OWN FREE WILL WITH THE EXPECTATION THAT IT WILL BE RELIED UPON BY THE RELEASED PARTIES, AND THAT IT WILL BE BINDING UPON ME, MY HEIRS, MY REPRESENTATIVES AND MY ASSIGNS.**

Print Name

Signature

Date