Real Ultimate Power Outdoor Hockey League, LLC

Liability waiver

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AND HOLD HARMLESS AGREEMENT

***WARNING:* THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. CONSULT WITH AN ATTORNEY BEFORE SIGNING. THE PLAYING OF HOCKEY IS A DANGEROUS ACTIVITY.**

In consideration of Real Ultimate Power Outdoor Hockey League, LLC. (hereinafter “RUPOHL”) allowing me to participate in its hockey training league (hereinafter “Hockey League” or “League”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for myself, heirs, next of kin, and legal representatives, executors, administrators, successors and assigns, acknowledge, represent and agree as follows:

1. I am 18 years of age or older, and I voluntarily registered for the RUPOHL.
2. I am in good health and physical condition to participate in the RUPOHL. I am not under the influence of any alcoholic beverage or illicit drug, or any prescription or non-prescription drug that would, in any way, impair my ability to participate safely in the RUPOHL. It is my sole responsibility to determine whether I am fit and healthy enough to participate in the RUPOHL.
3. I understand the risks involved in participating in the RUPOHL. I recognize that serious and life-threatening injuries may occur while participating in hockey and from participating in RUPOHL. I understand that these risks may be caused by my own actions or inactions, the actions or inactions of others, or the actions, inactions or negligence of RUPOHL and its participants. I assume all such risks for any damages, injuries, liabilities, losses or expenses that I may incur as a result of my participation in the RUPOHL.
4. I hereby agree to indemnify, hold harmless and defend RUPOHL and its owners, shareholders, directors, officers, employees, agents or instructors (hereinafter “Released Parties”) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: the use or discharge of hockey; the league and curriculum of instruction; my participation in the League; the range, buildings, land and premises used for the League (hereinafter the “Premises”); my presence on or use of said Premises; and any and all of my own acts or omissions. Should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or the State of Illinois, or under any theory of law or equity, I agree to indemnify, hold harmless and defend the Released Parties from any and all such claims, suits, or damages including, but not limited to, the cost of any settlement or judgment made or rendered against them, together with all attorney’s fees and costs incurred in connection with any such claims, suits, or damages.
5. I hereby waive, discharge and release any and all rights and claims for injuries, damages, and other losses, which I have or may have or which may arise against the Released Parties, including, but not limited to any and all injuries suffered by me or my property, which may, in any way whatsoever, arise out of, be related to or be connected with: the use or discharge of hockey; the league and curriculum of instruction; my participation in the League; my presence on or use of said Premises; and, the Premises itself including any latent or patent defects in the Premises. I hereby expressly covenant not to sue the Released Parties for any and all such claims, suits or damages.
6. I agree to abide by and follow the rules and regulations established for the RUPOHL and the Premises.
7. I have read this agreement carefully, understand its terms and conditions, acknowledge that I am giving up substantial legal rights by signing it, and acknowledge that I have signed it freely and voluntarily, without any inducement, assurance or guarantee. I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms of this agreement. This agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this agreement. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023