

# MONTANA HOCKEY TOURNAMENT WAIVER & RELEASE

(ADULT & MINOR PARTICIPANTS)

PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT

In consideration for participation in the **Montana Coal Classic** (“Activity”) at Signal Peak Ice Arena (“Rink”), the undersigned participant, or parent/legal guardian if under 18 (“Participant”), agrees:

## 1. USA HOCKEY & RULES ACKNOWLEDGMENT

Participant acknowledges familiarity with the rules of ice hockey and agrees to comply with all USA Hockey rules (if applicable), tournament rules, and official instructions. Participant agrees to use proper equipment and understands that body contact, collisions, and rule violations are part of the game.

## 2. ASSUMPTION OF INHERENT RISKS

Participant understands and voluntarily assumes all inherent risks of hockey, including collisions, contact with boards/glass/pucks/sticks, falls, skate injuries, ice conditions, and actions of others. These risks may result in serious injury, disability, or death.

## 3. LIMITED RELEASE (MONTANA LAW)

To the extent allowed by Montana law, Participant releases the Rink, the Yellowstone Ice Foundation, the Billings Amateur Hockey League and each of their owners, operators, employees, officials, and tournament organizers / sponsors (“Released Parties”) from liability for injuries or damages arising from:

- Inherent risks of hockey, and
- **Ordinary negligence** (failure to use reasonable care)

## 4. REQUIRED MONTANA WARNING

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER’S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER’S FAILURE TO EXERCISE REASONABLE CARE.

## 5. LIMITATIONS

This Agreement **does NOT release** claims for:

- Gross negligence, reckless, or intentional conduct
- Defective equipment or products
- Any rights that cannot be waived under Montana law

## 6. PARTICIPANT RESPONSIBILITY

Participant affirms they are **physically able to participate**, will follow rules, and assume responsibility for their own conduct and safety.

## 7. MEDICAL CONSENT

Participant authorizes emergency treatment if needed and accepts responsibility for related costs.

## 8. INDEMNIFICATION

To the extent permitted by law, Participant agrees to **indemnify** the Released Parties for claims arising from Participant's own conduct.

## 9. PHOTO / MEDIA RELEASE

Participant grants the Released Parties permission to **photograph, record, or capture Participant's image, voice, or likeness** during the Activity and to **use, reproduce, and publish** such materials for **lawful purposes**, including promotional, marketing, social media, or event coverage, **without compensation**.

Participant waives any right to inspect or approve such materials and releases the Released Parties from claims arising from their use.

## 10. MINORS

If Participant is under 18, the parent/guardian:

- Consents to participation
- Acknowledges risks
- Agrees individually to these terms
- Understands Montana law may limit waiver enforceability for minors

## 11. AGREEMENT

I have read and understand this Agreement, **accept its terms voluntarily**, and understand it affects legal rights.

### ADULT PARTICIPANT (18+)

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

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

### MINOR PARTICIPANT

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

### PARENT/GUARDIAN

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

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

Phone: \_\_\_\_\_