

## Minor Participant Waiver and Release

I, the undersigned, (as parent, and/or legal guardian of my minor child) agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release") for \_\_\_\_\_ (print name of the minor child participant, who is hereinafter referred to as "minor and/or the minor's"). I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue MT64 Hockey Association, Inc., its officers, agents, representatives, employees or coaches [hereafter referred to as "MT64"] for any personal injury, death, property damage, or loss sustained by minor participant as a result of the minor's use of the MT64 ice rink(s) in Big Sky or participation in any programs of MT64, including, without limitation, negligence on the part of MT64. I further agree that if I violate this agreement and attempt to bring suit against MT64, I will be held responsible for attorney's fees and any costs incurred by that person in defending such action.

**Assumption of Risk.** I am aware that there are risks inherent in ice sports, including skating and playing hockey, and that I accept on behalf of my minor child all the inherent risks of his/her participating in those activities and the possibility of the minor's personal injury, death, or property damage or loss resulting therefrom.

**Forum Selection and Choice of Law.** I agree that any dispute related to any matter shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Gallatin County, Montana, and I agree that Montana Law will govern the dispute.

**Severability Clause.** If any provision of this Waiver and Release is held illegal or unenforceable in a judicial proceeding, such provision shall be severed, and the remainder of this Agreement shall remain operative and binding.

**In signing this release, I acknowledge and represent that I have read and understood the foregoing Waiver and Release, understand it and sign it voluntarily as my own free act and deed; no oral or visual representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration, including the opportunity for my minor child to participate in this program, fully intending to be bound by same. I agree that this Waiver and Release will be binding upon my heirs, next of kin executors, administrators and successors. I affirm that I have fully understood and agree to the Waiver and Release of Liability.**

X \_\_\_\_\_ Print Name of Parent or Legal Guardian (Must be 18)  
of Minor Participant listed above

X \_\_\_\_\_ Signature of Parent or Legal Guardian (Must be 18) of  
Minor Participant listed above

Date \_\_\_\_\_