



WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, CONSENT TO TREATMENT, AND COVENANT NOT TO SUE

The undersigned Participant hereby releases, exempts, waives, and relieves the Great Falls Community Ice Foundation (GFCIF) and the Great Falls Ice Plex (Ice Plex) staff, together with their respective administrators, directors, managers, agents, employees, contractors, affiliates, sponsors, advertisers, ice officials, legal representatives, organizers, volunteers, workers, promoters, and their respective successors and assigns (collectively, "RELEASEES") from and with respect to any and all liability for personal injury, property damage, wrongful death, and all other claims of any nature, whether at law or equity, INCLUDING CLAIMS RESULTING FROM RELEASEES' NEGLIGENCE, arising from or in any way related to the undersigned's participation in adult hockey (drop in or league play), figure skating, curling, broomball, and figure skating activities at the Ice Plex.

Participant warrants that he/she is in proper physical condition to participate in the activity, and acknowledges, understands, and assumes all risks relating to adult hockey generally, and any member team activities. Participant also understands that the related activities include foreseen and unforeseen risks to Participants person, including bodily injury, partial or total disability, paralysis, and death, and damages that may arise therefrom. Participant acknowledges, understands and assumes the risk arising from the conditions and use of an ice rink and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on RELEASEES' negligence) arising from the performance or failure to perform maintenance, inspection, supervision or control of said areas and the failure to warn of dangerous conditions existing at said rinks and adjacent areas and facilities. Participant also hereby consents to such medical treatment as officials deem necessary, in the event that Participant becomes ill or is injured during their activity at the Ice Plex.

This Waiver of Liability, Release, Assumption of Risks, Indemnity Agreement, Consent to Treatment, and Covenant Not to Sue ("Release") shall be governed by the applicable laws of Montana, and Participant agrees that any legal action concerning the effect of this Release or the subject matter hereof shall be adjudicated only in the federal or state courts of Montana, and in no other jurisdiction. If any part of this Release is determined to be unenforceable, all other parts shall be given full force and effect. Participant also covenants not to sue RELEASEES, and further agrees that if any claim for Participants personal injury or other damages is commenced against RELEASEES, Participant shall DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS from and with respect to any and all claims or causes of action by whomever or wherever made or presented, including defense costs and legal fees. Participant further acknowledges that he/she has read and understands the meaning of this document and has not relied upon any representations of RELEASEES, and that he/she is fully aware of the potential dangers of related activities and ice.

I will follow all the Ice Plex policies and regulations. If I refuse to do so, I may be ejected from the Ice Plex for the duration of the season and not be given a refund for any remaining sessions. I understand that the Ice Plex and the GFCIF cannot be held liable for any exposure to COVID-19. I release the Great Falls Ice Plex and the Great Falls Community Ice Foundation from any and all liability for unintentional exposure or harm due to COVID-19.

I have voluntarily executed this Release, fully intending to be bound hereby.

Print Name: _____

Date: _____

Signature: _____