

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

I have requested to participate in an event sponsored by the Portland Winterhawks, Inc. (the "Winterhawks"), to be held on the event date listed below.

I realize that participating in this event may include going out onto the ice and that I am taking risks, which I hereby assume, including, but not limited to slipping and falling, and perhaps injuring myself, hazardous, uneven, and slippery ice conditions and conditions of structures and equipment (including, without limitation, conditions that result from negligence, action or inaction by the Released Parties), and competing with other individuals in chasing after objects of value on the ice which activities may involve physical injury or severe impact.

I wish to participate in the event in spite of these risks and hereby acknowledge and agree that (i) I accept all risks associated with the event, including the risk of negligence, and (ii) that my participation in the event is not a public or essential service or of great importance or practical necessity. As such, I acknowledge and agree, it does not violate public policy to eliminate liability for claims resulting from fault or negligence in connection with the event Activities as I am doing in this Agreement.

Further I agree not to throw any item(s) over the rink barriers (i.e. the boards, the glass or any structure separating the ice surface from those watching the event) because it could result in injury to spectators, officials, or anyone on the other side of said barriers.

In consideration of being permitted to participate, I agree to exercise care in participating in this event so as to limit the risk of injury to myself and others, and hereby assume full responsibility for: (1) death and any injuries that may occur to me and my property as a result of my participation, and (2) any injuries to other persons which I may cause as a result of my participation.

As additional consideration for being allowed to participate in this event, which event is for my benefit, both financial and for pleasure, I agree to waive, release and forever discharge the Winterhawks, the City of Portland, the Memorial Coliseum, the Moda Center, the Rose Quarter, and the Rip City Arena Management, their respective officers, employees, agents, and any other persons, corporations, or organizations sponsoring, associated with, or otherwise involved in this event (collectively "Released Parties") from any and all liability, claim, demand, causes of action or suit (including, without limitation, liability or claims based upon negligence) in any way related to or arising from my participation in this event, including, but not limited to injuries that might occur to me and my property as a result of my participation. I further agree to indemnify the foregoing corporations and persons from and hold them harmless against all liability, loss damages, costs and expenses which they or any one of them may incur or are required to pay by reason of my injury or death of damage to property, my action or inaction that leads to injury or death or damage of property of other persons caused by participating in this event, including but not limited to, losses caused by the passive or active negligence of the Released Parties, or negligence, malfeasance or incompetence of the persons or entities providing the event. I further agree, I will not sue or make a claim and waive the right to do so against the Released Parties for damages or other losses sustained as a result of my participation in the event.

I represent that I am over the age of 18 years and that I have read the above, I understand it fully, and voluntarily sign this release and hold harmless agreement. I understand this document is a legally binding contract which by my signature proves I agree to its terms. By signing this Agreement, I am also binding my family, estate or anyone else who might sue to recover damages if I am injured or killed while engaging in the event.

Participant Signature: _____

Date: _____

Print Name: _____

Phone (h): _____

Address: _____

Phone (w): _____

City: _____ St: _____

Zip: _____

PARTICIPANTS UNDER AGE 18 MUST HAVE A LEGAL GUARDIAN SIGN BELOW

Legal Guardian Signature: _____

Date: _____

Print Name: _____

Phone (h): _____

Address: _____

Phone (w): _____

City: _____ St: _____

Zip: _____

Witness: _____

Print Name: _____

