



# THE POND HOCKEY CLUB

## WAIVER AND RELEASE OF LIABILITY

Prior to, and as a condition of, being allowed to use the facilities of The Pond Ice Arena and Park (hereafter, the “Pond Facilities”) owned by Pond Hockey Club, LLC, a Texas limited liability company (“PHC”), and/or to participate in any way in programs, events, and activities on or within the premises of the Pond Facilities, whether personal/individual, sponsored by PHC, or sponsored by another organization, the undersigned (being the “Participant” and, if applicable, the parent or guardian of the “Participant”) hereby acknowledge, understand, and agree that there is a significant risk of injury to the Participant in connection with programs, events and activities taking place upon or within the premises of the Pond Facilities, including (but not limited to) the potential for serious personal injuries (including permanent paralysis or death); and, notwithstanding the fact that Participant’s compliance with prescribed rules, use of proper equipment and exercise of personal discipline (including parental supervision) may reduce such risk, the risk of serious personal injury will still exist. Therefore, in consideration of Participant being allowed to use the Pond Facilities, Participant agrees that:

1. PARTICIPANT KNOWINGLY AND FREELY ACCEPTS AND WAIVES ALL RISKS OF PERSONAL INJURY, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF, OR RELATED TO, PARTICIPANT’S USE OF THE POND FACILITIES, OR PARTICIPATION IN ANY PROGRAM, EVENT OR ACTIVITY CONDUCTED OR TAKING PLACE UPON OR WITHIN THE POND FACILITIES, EVEN IF ANY SUCH PERSONAL INJURY SHALL ARISE FROM THE NEGLIGENCE OF PHC, ITS MEMBERS, OFFICERS, EMPLOYEES OR AGENTS, OR ANY OTHER PERSONS; AND PARTICIPANT ASSUMES AND ACCEPTS FULL RESPONSIBILITY FOR PARTICIPANT’S USE OF, OR PARTICIPATION IN PROGRAMS, EVENTS OR ACTIVITIES TAKING PLACE UPON OR WITHIN, THE POND FACILITIES.
2. Participant agrees to comply with all rules and regulations of PHC respecting Participant’s use of Pond Facilities, or Participant’s participation in any program, event or activity conducted or taking place upon or within the Pond Facilities, as well as any other stated, usual or customary terms and conditions applicable to Participant’s participation in any program, event or activity conducted or taking place upon or within the Pond Facilities.
3. Should Participant observe or discover any significant hazard or danger to Participant’s personal health or safety, or to the health or safety of any other person using the Pond Facilities, Participant will immediately cease Participant’s use of the Pond Facilities, make such hazard or danger known to the nearest PHC employee, and, if Participant is participating as a member of another organization, make such danger or hazard known to the officer or other representative of such organization responsible for supervising use of Pond Facilities by Participant or other members of such organization.
4. WITH RESPECT TO ANY AND ALL PERSONAL INJURIES (INCLUDING DEATH), OR ANY LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF, OR RELATED TO, PARTICIPANT’S USE OF THE POND FACILITIES WHETHER ARISING FROM THE NEGLIGENCE OF PHC OR OTHERWISE, PARTICIPANT, FOR PARTICIPANT AND PARTICIPANT’S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND HOLDS HARMLESS PHC, ITS OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES, AS WELL AS ANY OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS AND, IF APPLICABLE, ANY OTHER OWNER AND LESSOR OF THE PREMISES WHERE THE PERSONAL INJURY OR PROPERTY DAMAGE SHALL HAVE OCCURRED. I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT WHATSOEVER. BY CLICKING THE BELOW CIRCLE, YOU ARE IN FULL UNDERSTANDING OF ALL OF THE ABOVE.

This is to certify that I, as parent/guardian with legal responsibility for this minor, do consent and agree to his/her release and waiver as provided above from all the releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless THE POND HOCKEY CLUB and their officers, officials, agents, and/or employees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE POND HOCKEY CLUB.

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Participant’s / Parent or Guardian Print

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Date Signed

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Participant’s / Parent or Guardian Signature

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Date Signed