RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in **2011-2012 KIDS' CLUB (INCLUDING ON-ICE ACTIVITIES)** ("Activity") I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of **2011-12 KIDS' CLUB (INCLUDING ON-ICE ACTIVITIES)** and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND THAT: (a) **2011-2012 KIDS' CLUB (INCLUDING ON-ICE ACTIVITIES)** INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these RISKS and dangers may be caused by my own actions and/or my inactions or the actions and/or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **THE MISSISSIPPI RIVERKINGS**, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessees of premises on which Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against any of the Releasees, I will personally INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES for all litigation expenses, attorney fees, loss, liability, damages, or cost which may incur as the result of such claim.

   This agreement is applicable to and includes any ice skating and/or on ice activity hosted by the Mississippi RiverKings during the **2011-2012 Mississippi RiverKings season including preseason and post season events.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

DATE: _____ (good for 2011-2012 hockey season) PHONE: _____

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

THIS PORTION MUST BE FILLED OUT BY A PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH TO THE RELEASEES FROM ALL LIABILITY, CLAIMS DEMANDS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGES, OR COAST ANY MAY OCCUR AS THE RESULT OF ANY SUCH CLAIM.

DATE: _____ PHONE: _____

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PARENT / GUARDIAN'S SIGNATURE (only if participant is under age 18): _____

SECOND PARENT / GUARDIAN? SIGNATURE (only if participant is under age 18): _____