

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 and 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) at the Ice Plex.

Participant warrants that he/she is in proper physical condition to participate in adult hockey, and acknowledges, understands, and assumes all risks relating to adult hockey generally, and any member team activities. Participant also understands that ice hockey and related activities include foreseen and unforeseen risks to Participant's person, including bodily injury, partial or total disability, paralysis and death, and damages that may arise therefrom. Participant acknowledges, understands and assumes the risks arising from the conditions and use of ice hockey rinks 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 adult hockey 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 Participant's 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 ice hockey and related activities.

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), the Great Falls Ice Plex is taking extra precautions to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include: fever, fatigue, dry cough, difficulty breathing.

By signing below, the Participant agrees to the following:

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.
- Neither I nor any members of my household will enter the Ice Plex if:
 - I, or any household members, have been diagnosed with COVID-19 within the past 30 days.
 - I, or any household members, have knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.
 - I, or any household members, have traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections, within the past 30-days.
- I will follow all Ice Plex policies & regulations, including those related to COVID-19. 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 Great Falls Community Ice Foundation cannot be held liable for any exposure to the Sars-CoV-2 (COVID-19) virus caused by misinformation on this form or the health history provided by each participant and spectator at the Ice Plex.
- 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.

Date: _____

Print Name: _____

Signature: _____