

(For Adults) WAIVER & RELEASE OF LIABILITY & ASSUMPTION OF RISK & INDEMNITY AGREEMENT

In consideration of being allowed to participate in any way in any State Wars Hockey Inc. or State Wars ("Activity"), for the 2021 season, I acknowledge:

1. I understand the nature of State Wars Hockey Inc. and State Wars Activities and acknowledge my experience and capabilities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware that the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant and will instruct that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I have examined the websites of and for the Centers for Disease Control and Prevention and the Indiana State Department of Health (ISDH) and are aware of the health risks associated with COVID-19. I understand that the nature of the Activities may create scenarios where it is not possible to comply with best practices for prevention of COVID-19 transmission (e.g., social distancing). I understand, acknowledge and assume the risks associated with participating in the Activities."

3. I FULLY UNDERSTAND that (a) State Wars Hockey Inc. and State Wars 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, or inaction's, the actions or inaction's 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 incurred as a result of my participation in the Activity.

4. I, on behalf of myself, and each of my respective heirs, successors and assigns, HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS State Wars Hockey Inc. and State Wars, their respective administrators, directors, stockholders, members, agents, officers, officials, volunteers, and employees, and other participants, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages resulting or arising from my participation in State Wars Activities whether on 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 that if, despite the release I, or anyone on the my 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, DAMAGE OR COST AS MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

5. I also irrevocably authorize State Wars Hockey Inc. and or State Wars and any licensee or assignee to use my name and or likeness, without compensation, in photography, video or any other format for publication, sale, production, advertising in connection therewith, or any other use.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING IT'S 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 THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I UNDERSTAND THE IMPOTRANCE OF CONCUSSION AWARENESS AND HAVE BEEN ENCOURAGED TO TAKE THE ONLINE COURSE & MADE AWARE OF CONCUSSION PROTOCOL.