

ALL GUARDIANS MUST SIGN BELOW BEFORE PARTICIPATION

EVENT _____ Date and Time _____

MULLINS CENTER ASSUMPTION OF RISK AGREEMENT AND RELEASE ("Release")

The undersigned (hereinafter referred to as PARTICIPANTS/PARENTS/GUARDIANS) understand the risks inherent in participating in, or incident to, ice hockey, basketball, figure skating and athletic participatory activities and hereby waive any claim for damages by reason of injuries, including death, sustained by the undersigned as a participant in ice hockey and/or skating activities and basketball at the Mullins Center at the University of Massachusetts Amherst (hereinafter referred to as CENTER).

PARTICIPANTS/PARENTS/GUARDIANS understand that PARTICIPANTS/PARENTS/GUARDIANS are not required to participate in these activities, but want to do so, despite the possible dangers and risks and despite this Release.

PARTICIPANTS/PARENTS/GUARDIANS agree, in consideration of and return for the services, facilities, and other assistance provided to me at the Mullins Center, to hereby RELEASE, DISCHARGE, WAIVE, RELINQUISH, AND COVENANT NOT TO SUE the Mullins Center, Oak View Group, the University of Massachusetts Building Authority, the University of Massachusetts Amherst, its trustees, officers, employees and agents with respect to any and all actions or causes of action for bodily injury, property damage or loss, or death occurring to PARTICIPANTS arising either directly or indirectly from use of CENTER facilities and/or participating in CENTER activities wherever or however the same may occur.

PARTICIPANTS/PARENTS/GUARDIANS hereby INDEMNIFY AND HOLD HARMLESS, CENTER, Oak View Group, the University of Massachusetts Building Authority, the University of Massachusetts Amherst, its trustees, officers, employees and agents, from any and all claims, actions, demands, costs, liabilities, expenses, or judgments whatsoever, including attorney's fees and costs, which might arise by whomever, through or under PARTICIPANTS or whenever made or presented for PARTICIPANT'S use of CENTER and participation in CENTER activities.

PARTICIPANTS/PARENTS/GUARDIANS understand that all personal effects, jewelry and other personal property owned by PARTICIPANTS and brought to CENTER shall remain sole responsibility of PARTICIPANTS to properly secure from theft, damage or injury to any other person. All personal property left at CENTER is left at sole risk of PARTICIPANTS. Theft or damage of or injury to another person resulting from PARTICIPANTS personal property is the sole responsibility of PARTICIPANTS and shall be at the sole expense of PARTICIPANTS. PARTICIPANTS/PARENTS/GUARDIANS further understand that the release and indemnity provisions of this agreement include and relate to any and all damages, claims, causes of action, expenses, or the like arising from the theft, damage or injury occurring to or caused by the personal property of PARTICIPANTS and hereby understand that the foregoing provisions of this agreement apply equally to personal property.

PARTICIPANTS/PARENTS/GUARDIANS recognize that this Release means that the PARTICIPANTS/PARENTS/GUARDIANS are giving up, among other things, rights to sue. PARTICIPANTS/PARENTS/GUARDIANS have read and voluntarily sign this Release and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. PARTICIPANTS/PARENTS/GUARDIANS understand that this is a release of PARTICIPANTS/PARENTS/GUARDIANS claims and claims that may be raised by, through or under PARTICIPANTS, and by PARTICIPANTS and others. PARTICIPANTS/PARENTS/GUARDIANS also understand that this Release binds their heirs, executors, administrators, and assigns, as well as themselves.

PARTICIPANTS/PARENTS/GUARDIANS have read this entire Assumption of Risk Agreement and Release and fully understand it and agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

Please print PARTICIPANT name(s):

GUARDIAN Signature(s) if PARTICIPANT is under 18 years of age:

