



# RELEASE AND WAIVER FOR PARTICIPATION

The undersigned \_\_\_\_\_, (the "Participant"), acknowledges that the Participant will voluntarily participate in a promotional activity at the Sommet Center on \_\_\_\_\_, 200\_\_ (the "Promotional Activity"). With regard to participation in this Promotional Activity, Participant hereby agrees as follows:

1. I hereby FULLY AND FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Nashville Hockey Club Limited Partnership d/b/a Nashville Predators (the "Club"), National Hockey League ("NHL"), Powers Management, the Sports Authority of the Metropolitan Government of Nashville and Davidson County, and the Metropolitan Government of Nashville and Davidson County, and any of their related entities, subsidiaries, affiliates, and their respective officers, directors, agents, servants, contractors, representatives, employees, heirs and assigns (individually and collectively, the "Releasees") from any and all liability, claims, demands, actions and causes of action of whatsoever kind or nature, either in law or in equity, known or unknown, arising out of or related to any loss, damage or injury, including, but not limited to, personal injury or death that may be sustained by me or to my, property, whether due to the active or passive negligence of the Releasees or otherwise, while participating in or related to my participation in the Promotional Activity.

2. I am fully aware of the various risks involved and hazards connected with this Promotional Activity in which I have chosen to participate, including, but not limited to, the risks of physical injury or death, and I hereby elect to voluntarily participate in the Promotional Activity with full knowledge that this participation may be hazardous to my person and/or property. I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, including death, that I may sustain, or any loss or damage to my property, as a result of my engagement in Promotional Activity, whether due to the active or passive negligence of the Releasees or otherwise.

3. It is my intent that this Release shall be binding upon myself, the Participant, the members of my family, my spouse, heirs, assigns, guardians, and personal and legal representatives, both as to claims which may be asserted by such parties on my behalf and otherwise, and shall be deemed as a full and complete release, waiver, discharge and covenant not to sue the Releasees by all such parties. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and shall be governed by, construed and interpreted according to the laws of the State of Tennessee without regard to the conflicts of laws or principles thereof. If any portion of this Release is held by a court of competent jurisdiction to be invalid, it is agreed that the remainder shall, notwithstanding such holding, continue in full force and effect.

5. In signing this Release, I acknowledge, represent and warrant, as follows: (a) **I have read this Release, understand it, and I am signing it voluntarily as my own free act and deed;** (b) no oral representations, statements or inducements have been made to me in connection with this Release; (c) this Release contains the entire agreement between the parties and the terms of this Release are contractual and are not a mere recital; (d) this Release shall apply to and be deemed a release of any and all rights of the Participant which may be asserted by any party, including without limitation the Participant; (e) I am at least eighteen years of age and fully competent and have executed this Release for full, adequate and complete consideration fully intending to be bound by it; and (f) I understand and acknowledge that the Releasees are relying upon my acknowledgments, representations, warranties and agreements contained in this Release in permitting me to engage in the Promotional Activity.

6. I agree to indemnify, defend and hold harmless the Releasees from and against any and all causes of action, demands, suits, liabilities, claims, damages, losses, costs and expenses, including but not limited to attorney's fees and court costs that they incur (directly or indirectly) in any way related to or arising out of my participation in the Promotional Activity, whether caused by the active or passive negligence of the Releasees or otherwise. Likewise, I hereby agree to indemnify, defend and hold harmless the Releasees if any of my acknowledgments, representations, or warranties above are wrong or false.

IN WITNESS WHEREOF, I have executed this release in Nashville, Davidson County, Tennessee on this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

WITNESS: \_\_\_\_\_

Participant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Guardian (if Participant is under 18): \_\_\_\_\_

Printed Name: \_\_\_\_\_