RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

GAME DATE _____ **ON-ICE ACTIVITY** _____**Zamboni Ride**_____

IN CONSIDERATION of _____ ("Participant"), being permitted to perform or engage in certain entertainment at a Grand Rapids Griffins home game (the "Activity") at Van Andel Arena, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (Participant or Participant's parent/legal guardian if Participant is under 18 years old) on behalf of himself/herself or Participant:

1. ACKNOWLEDGES, AGREES AND REPRESENTS that the Activity that Participant is to voluntarily engage in at the Arena may involve the risk of serious bodily injury and/or death and/or property damage.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF GRAND RAPIDS, SMG, their officers, agents, and employees, AMERICAN HOCKEY LEAGUE, INC. ("AHL"), its officers, directors, and employees, THE GRAND RAPIDS GRIFFINS, DP FOX SPORTS & ENTERTAINMENT, L.L.C., AND ALL AFFILIATED ENTITIES, promoters, participants, sponsors, advertisers, rescue personnel, owners and lessees of the premises and equipment, their respective directors, officers, members, agents, and employees (collectively, the "Releasees") FROM ALL LIABILITY TO PARTICIPANT AND PARTICIPANT'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF INJURY TO PERSON OR PROPERTY ARISING OUT OF THE ACTIVITY, whether caused by the negligence of the Releasees or otherwise.

3. HEREBY ASSUMES AND ACCEPTS FULL RESPONSIBILITY for any risk of bodily injury, death, or property damage arising out of or related to the Activity, whether caused by the negligence of Releasees or otherwise.

4. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to Participant's participation in the Activity, whether caused by the negligence of the Releasees or otherwise.

5. HEREBY AGREES that this Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that if any provision(s) of this Agreement is held invalid, it is agreed that the balance of this Agreement shall continue in full force and effect.

6. CERTIFIES THAT PARTICIPANT HAS HEALTH, ACCIDENT, AND LIABILITY INSURANCE to cover bodily injury, death, or property damage that Participant may cause or suffer while engaging in the Activity at the Arena.

7. HEREBY REPRESENTS that, if the Participant is under 18 years of age, the undersigned is the parent or legal guardian of Participant and has the legal capacity and authority to enter into this Agreement on behalf of Participant, or that, if Participant signs on his/her own behalf, Participant is at least 18 years of age.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON BEHALF OF MYSELF OR PARTICIPANT, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENTS, ASSURANCES, OR GUARANTEES BEING MADE AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

_____ _____
Print Name Primary Phone Number

_____ _____/_____, 20_____
Signature Month Date

_____ _____
Signature of Parent/Legal Guardian if Participant is a Minor Signature of Witness if Participant is a Minor