RELEASE OF LIABILITY AND DEFENSE & INDEMNITY AGREEMENT

In consideration of my child being allowed to participate in any athletic games, practices, and related activities, I, (*name of parent/ guardian*)_____,
Individually and as the next friend, and on behalf of (*name of Minor Player*)
_____,
as his/her parent and/or legal guardian [hereinafter "Releasors"] hereby waive and release Casco Bay Arena, Inc., Family Ice, Inc., Casco Bay Athletic Club, and their members, coaches, volunteers, employees, agents and representatives, and all other participants, parents, coaches, officials, sponsors, advertisers and their officers, directors, agents, employees, volunteers, and assigns [hereinafter "Releasees"] from any and all claims or causes of action for personal injury, property damage, emotional distress, wrongful death or any other damages, including all claims or causes of action arising out of the Releasees' own negligence or the negligence of any other third-party participating in any athletic games, practices and/or any related activities, including attendance at such events.

The parties specifically state that this agreement is intended to expressly spell out with the greatest particularity, the intention of the parties to extinguish all claims for damages caused by Releasees' own negligence that Releasors may have against Releasees or any other person involved in any program, games and/tournament sponsored, administered, supervised and/or overseen by Releasees. The parties agree that this agreement complies with the requirements under Maine law of a complete release of any and all claims and causes of action, including any claims and causes of action for Releasees' own negligence as recognized by the Maine Law Court in *Lloyd v. Sugarloaf Mountain Corp.*, 2003 ME 117, 833 A.2d 1 and related cases.

Releasors acknowledge, understand, and assume all risks relating to athletics and any related activities. Releasors understand that athletics involve risk to Releasors' person, including bodily injury, partial or total disability, paralysis and death and any damages which may arise there from.

In consideration of this agreement, Releasors agree that upon the filing or assertion of any claim, notice of claim or lawsuit for Releasors' personal injury, property damage, emotional distress or wrongful death or any other damages commenced against Releasees, including claims for Releasees' own negligence or gross negligence, Releasors shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made, including any and all claims for Releasees' own negligence. Releasors specifically agree that their duty to defend and indemnify Releasors from any and all claims, including claims for Releasees' own negligence, shall include a duty to pay all attorneys' fees and litigation costs incurred by Releasees as said fees and costs are incurred.

By their signature, Releasors acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees. Releasors acknowledge that they have a right to consult an attorney and, in the event Releasors do not consult an attorney, Releasors assume the risk of not consulting an attorney. Releasors agree and acknowledge that each provision of this agreement is severable from and valid and binding regardless of the validity or invalidity of any other clause or clauses of this agreement. This written agreement contains the entire agreement between Releasors and Releasees. Its terms are contractual and not a mere recital.

Finally, Releasors state that they have carefully read the foregoing agreement and know and understand its contents and that they sign it as their own free act and will. Releasors further acknowledge that they have the right and authority to waive and release any and all claims on behalf of the minor child and individually agree to defend and indemnify Releasees as set forth in this agreement. By signing this agreement, the minor player intentionally represents that this Agreement was signed by their parent and next friend and understands that Releasees rely upon that representation.

DATED:_____

_____
Individually, and as parent and next friend of Minor Player

_____
Minor Player's Name & Date of Birth