

**RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF ALL RISKS**

*Trail Smoke Eaters, LP*

**PLEASE READ CAREFULLY**

I wish to participate in the Fanboni Ride during the Trail Smoke Eaters, LP intermission and acknowledge that in order to do so, I must agree to be bound by this Release of Liability, Waiver and Assumption of Risk. I understand and acknowledge the risks and hazards of being a passenger on a Zamboni seat, the possibility of slipping and falling and accept full responsibility and agree to participate as a rider on the Zamboni seat during the Trail Smoke Eaters, LP home games at my own risk.

I hereby waive any and all claims that I may now and in the future have against, and release from all liability and agree not to sue the Trail Smoke Eaters, LP and their respective agents, officers, employees, volunteers or representatives (the "Released Parties") for any loss, damage, personal or bodily injury, death sustained or suffered by me as a result of my participation as a Zamboni rider during the Trail Smoke Eaters, LP home games due to any cause whatsoever, including without limitation, negligence, fault or breach of statutory duty, including duties arising from *Occupiers Liability Act*.

In no event will the Trail Smoke Eaters, LP be liable for any loss, damage, personal or bodily injury or death nor for any loss of or damage (including indirect or consequential damages) that I suffer whether attributable to or arising out of my participation as a zamboni rider during the Trail Smoke Eaters, LP home games or by reason of any matter or thing done or permitted.

I hereby give my full permission for the use of my name, picture, image, likeness, actions, voice, video footage that I am featured in, and other personally identifiable information, in whole or in part, individually or in conjunction with other images or videos. I grant the Trail Smoke Eaters permission to display, publish, print images within publications, advertisements, social media, website, video wall and other electronic displays.

**I confirm that I am 19 years of age or the legal guardian of participant if under 19 years of age, and that I have read and understand this agreement prior to signing it and agree that this agreement will be binding upon me (as participant or guardian), my heirs, executors and administrators**

\_\_\_\_\_  
**Print Name (Participant)**

\_\_\_\_\_  
Primary Phone Number

\_\_\_\_\_  
Signature (Participant) if over 19

\_\_\_\_\_  
Month / \_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of Parent/Legal Guardian if Participant is a Minor (under 19)**

\_\_\_\_\_  
Email