

**ST. LOUIS BLUES/KIEL CENTER PARTNERS
DISCHARGE, WAIVER AND RELEASE**

THIS IS A RELEASE OF LIABILITY. IN CONSIDERATION OF YOU PERMITTING ME TO PARTICIPATE IN [Ice Hockey at the Enterprise Center], I AM AGREEING TO RELEASE THE ST. LOUIS BLUES AND OTHER PARTIES FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY.

I am over the age of 18 years. I acknowledge that the Activities are inherently dangerous activities. I further acknowledge that my participation in the Activities exposes me to serious hazards and risks of property damage, personal injury and/or death. I recognize that the Indemnified Parties (as defined below) are not obligated to permit me to participate in or observe the Activities. In consideration of my being permitted to participate in the Activities, I hereby agree to assume such hazards and risks and release the Indemnified Parties as set forth below.

I further agree to discharge, waive, release and covenant not to sue the St. Louis Blues NHL team, St. Louis Blues Hockey Club, L.P., Kiel Center Partners, L.P., all sponsors of the St. Louis Blues and each party's respective partners, members, managers, officers, directors, employees, agents and affiliates (collectively, the "Indemnified Parties"), from all claims, demands and liabilities for any and all property damage, personal injury and/or death arising from my participation in the Activities. This Discharge, Waiver and Release includes all claims, demands, and liabilities, whether known or unknown, foreseen or unforeseen, future or contingent, and includes claims, demands and liabilities arising out of the negligence of the parties so released. Furthermore, if permitted by applicable law, this release also includes claims, demands and liabilities arising out of the gross negligence or willful and wanton negligence of the parties so released. This Discharge, Waiver and Release also include claims, demands, and liabilities for indemnities and contributions arising from property damage, personal injury and/or death to a third party.

I further agree to indemnify and save and hold harmless the Indemnified Parties from any and all claims, demands and liabilities for any and all property damage, personal injury and/or death asserted by a third party (defined as any party other than an Indemnified Party or me) and arising from my participation in the Activities. I agree that I will not, nor will anyone acting on my behalf claiming by or through me, bring or maintain any suit in court to assert any claim against any of the Indemnified Parties.

The St. Louis Blues NHL team, St. Louis Blues Hockey Club, L.P., Kiel Center Partners, L.P., all sponsors of the St. Louis Blues and each party's respective partners, members, managers, officers, directors, employees, agents and affiliates (collectively, the "Indemnified Parties"), are not responsible for lost or theft of personal items. In the event that any provision of this Discharge, Waiver and Release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Discharge, Waiver and Release had been executed with the invalid provision eliminated.

The undertakings and covenants of this Discharge, Waiver and Release shall be binding upon me, my heirs, legal representatives, successors, and assigns.

Signature: _____ Date: _____

Printed Name _____

FOR USE ONLY IF THE PERSON SIGNING THIS DISCHARGE, WAIVER AND RELEASE IS A MINOR

I represent that I am the parent/guardian/agent of _____, who is under 18 years of age. I have read the above Discharge, Waiver and Release and am fully familiar with the contents thereof. In consideration for allowing the participation of my child/ward in the Activities, I hereby consent to the Discharge, Waiver and Release on behalf of my child/ward and agree that this Discharge, Waiver and Release shall be binding upon me, my heirs, legal representatives, successors, and assigns. I further agree to indemnify the Indemnified Parties identified above in accordance with the terms set forth above.

Signature: _____ Date: _____

Printed Name: _____

Witnessed by:

Signature: _____ Date: _____

Printed Name: _____