CONSENT AND RELEASE OF LIABILITY

In consideration for being permitted to participate in the programs, activities and events of the Niagara Sport & Social Club Ltd., I the undersigned, on behalf of myself, my heirs, executors, administrators and representatives, hereby release and forever discharge the Niagara Sport & Social Club Ltd., including its directors, officers, shareholders, employees, members, coaches, volunteers, officials, participants, sponsors, owners/operators of facilities, representatives, agents, successors, assigns and other companies by which it carries on business of and from any and all liability, actions, causes of action, claims, debts, duties, interest, costs and demands whatsoever arising out of any injury, loss or damage to property or person, sustained while playing, training or otherwise participating in the programs, activities and/or events of the Niagara Sport & Social Club Ltd. notwithstanding that the aforementioned injury, loss or damage may have been contributed to or occasioned by the negligence of the Niagara Sport & Social Club Ltd. or any other person hereby released.

I hereby grant to Niagara Sport & Social Club Ltd. the right to photograph, videotape and/or record me and to use my face, likeness, voice and appearance in connection with exhibitions, publications, advertising and other promotional materials, without reservation or limitation.

I release any and all proprietary right in the aforementioned photographs, videotapes and/or recordings as well as the exhibitions, publications, advertisements and other promotional materials in which they may appear or be used, to Niagara Sport & Social Club Ltd. For greater certainty, notwithstanding the fact that the aforementioned photographs, videotapes and/or recordings may be used for a commercial purpose, I acknowledge that I will not be entitled to any compensation, remuneration, royalties, bonus or like payment for the use of these materials.

I also acknowledge that I have read this Consent and Release and that I signed it voluntarily with a complete understanding of its terms and the risks being assumed by me.

_____ _____

Date Participant's Signature

_____

Print Name

IF THE PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18)

I have read this Consent and Release, been given an opportunity to ask questions, considered its effects, understand its content and agree, on behalf of myself and my child/ward, to the terms as stated above. I warrant that I am either the parent or temporary legal guardian of the child participant and I have been authorized by the child's parent(s) to execute personal injury releases and waivers in this form. I agree to hold harmless and indemnify the Niagara Sport & Social Club Ltd. or any other hereby released against any damages incurred as a result of any action by or on behalf of my child/ward including, without limitation, attorney's fees and costs.

_____ _____

Date Signature of Parent/Guardian

_____

Print Name of Parent/Guardian

_____

Name of Child Participant Age

_____

Name of Child Participant Age