

**PARTICIPATION AGREEMENT, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING
CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

ASSUMPTION OF RISK: In consideration for the Dr Pepper StarCenter (the "Arena") granting me permission to visit and/or participate in ice skating activities including, but not limited to, hockey, broomball and figure skating, and in acknowledgement that these activities involve certain inherent risks, dangers and hazards, which can result in serious personal injury or death, and that ice skating arenas contain potential dangers to the ice-skating public, I hereby freely agree to assume and accept any and all known and unknown risks of the injury while participating in ice skating and ice activities. I further recognize and acknowledge that the risks inherent in the sport of ice skating can be greatly reduced by: taking lessons, abiding by the Skater Responsibility Code (now known as "Your Responsibility Code") and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in ice skating activities at the Arena, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against any Dr Pepper StarCenter (the "Arena"), Hicks, Inc., Southwest Sports Group Holdings LLC, Southwest Sports Group LLC, SSG Partnership Holdings LLC, Dallas Stars, L.P., Plano StarCenter LLC, and all of their respective employees, officers, partners, directors, shareholders or affiliates and the League (if applicable), resulting from my activities at the Arena.
2. TO RELEASE THE ARENA, HICKS, INC., SOUTHWEST SPORTS GROUP HOLDINGS LLC, SOUTHWEST SPORTS GROUP LLC, SSG PARTNERSHIP HOLDINGS LLC, DALLAS STARS, L.P., PLANO STARCENTER LLC, AND ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, PARTNERS, DIRECTORS, SHAREHOLDERS OR AFFILIATES, AND THE LEAGUE (IF APPLICABLE) FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY AT THE ARENA, DUE TO ANY CAUSE WHATSOEVER, INCLUDING **NEGLIGENCE OR BREACH OF CONTRACT** ON THE PART OF THE ARENA AND/OR LEAGUE IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF THE ARENA;
3. **ARBITRATION:** In further, consideration of allowing me to participate in the ice skating activities in the Arena, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the Arena arising from my activities at the Arena. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced with one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and any court of competent jurisdiction may enforce the arbitration award.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE ARENA AND THE LEAGUE.

Signature of Participant
Date: _____

Signature of Parent/Guardian if participant is Minor
Date: _____

PARTICIPANT:	
LAST NAME:	FIRST NAME:
ADDRESS:	
CITY:	
STATE/ZIP CODE	
TELEPHONE:	
The participant may play games at some or all of our Dr Pepper StarCenter facilities during the season.	