

RELEASE WAIVER OF LIABILITY AND COVENANT NOT TO SUE FOR ACTIVITIES HELD AT COZZIE'S TAVERN & GRILL

I HEREBY acknowledge my awareness that my participation in any activity at Cozzie's Tavern and Grill may expose me to risks of property damage and bodily or personal injury, including injury that may be fatal. I understand that the risks to which I may be exposed include, but are not limited to sickness, broken bones, sprains, concussions, lacerations, injury from pucks, sticks, boots and other athletic equipment, heart attack and inclement weather. I further understand that I may be exposed to other risks which may not be foreseeable. I hereby assume any and all such risks.

FOR THE SOLE CONSIDERATION OF COZZIE'S TAVERN AND GRILL SUPPORTING MY PARTICIPATION IN ANY ACTIVITY, I HEREBY RELEASE AND FOREVER DISCHARGE COZZIE'S TAVERN AND GRILL, ITS OWNERS, AND/OR THEIR EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND ARISING FROM OR BY REASON OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OTHER DAMAGES OR THE CONSEQUENCES THEREOF, RESULTING FROM OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT COZZIE'S TAVERN AND GRILL.

I ACKNOWLEDGE I am entering to play Cozzie's leagues at my own risk and by my own choice during and around the time of the COVID 19 outbreak. If there is an outbreak or any type related to or at Cozzie's, I do not hold Cozzie's liable. I entered this league knowing the risks. I also understand that if a shutdown occurs, there will be no refund, and play will resume only if allowed by the state and when the environment is deemed safe and sanitary.

I AGREE that this Release, Waiver of Liability and Covenant Not to Sue, is to be construed under the laws of the State of Minnesota that if any portion is held invalid or unenforceable, the remainder shall, notwithstanding, continue in full legal force and effect.

I FURTHER COVENANT AND AGREE that for the consideration stated above, I will not sue Cozzie's Tavern and Grill, its owners, or their employees, for any claim for damages resulting from or in any way connected with my participation in any activity at Cozzie's Tavern and Grill.

I UNDERSTAND that the acceptance of this Release, Waiver of Liability and Covenant Not to Sue by Cozzie's Tavern and Grill shall not constitute a waiver, in whole or in part, of sovereign immunity by said owners, and employees.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT I AM GIVING UP LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Signature of Participant_____ **Date**_____

Printed Name of Participant_____