

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OR RISK & INDEMNITY AGREEMENT

For and in consideration of membership in the TRY HOCKEY FOR FREE PROGRAM, ICETOWN and USA Hockey, Inc., and its affiliates, regional associations and member clubs (herein referred to as USAH) and being allowed to participate in USAH events and/or member club activities, the parent(s) and/or legal guardian(s) or PARTICIPANT and/or the undersigned PARTICIPANT, hereby voluntarily release, discharge, waive and relinquish any and all liability for any action for personal injury, property damage or wrongful death occurring to PARTICIPANT arising out of participation in USAH events or member club activities or sport of hockey, or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities may continue, and by this agreement any such claims, rights, and causes or action that the participant may have hereby relinquished and the PARTICIPANT (or parent(s) / guardian(s)) does (do) on behalf of my/our and PARTICIPANT'S heirs, executors, administrators and assigns.

PARTICIPANT and/or participant's parent(s) / guardian(s) acknowledge, understand and assume all risks inherent in hockey and any member club activities, and understand that said sport and activities involve risks to PARTICIPANT'S person and property, including the risks of bodily injury, partial or total disability, paralysis, and death, and the social and economic losses which may arise therefrom and the I/we have full knowledge of said risks. These risks and dangers may be cause by the negligence of the PARTICIPANT or negligence of others, including the "RELEASES" identified below. It is further acknowledged that there may be risks and dangers not known to us or are not reasonably foreseeable at this time.

PARTICIPANT and/or participant's parent(s) / guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions of the hockey rinks and related premises and acknowledges and understands that included within the scope of said waiver and release are any action, or causes of action, arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing on or near said location or for any action for negligent selection of certain RELEASES, or negligent supervision or instruction by RELEASES.

IT IS THE PURPOSE OF THIS AGREEMENT TO EXEMPT, WAIVER AND RELIEVE RELEASES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGES, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING THE NEGLIGENCE, IN WHOLE OR IN PART, OF RELEASES.

"RELEASES" include the TRY HOCKEY FOR FREE PROGRAM, ICETOWN and USA Hockey, Inc., its member regional associations, member clubs, event hosts, other participants, coaches, instructors, officials, sponsors, advertisers, owners and operators of the premises used to conduct the event, and each of them, their officers, directors, agents and employees, all of which are referred to as "RELEASES". PARTICIPANT, if an adult, or participant's parent(s) / guardian(s) agree that in the event any claim for PARTICIPANT'S personal injury, property damage or wrongful death shall be prosecuted against RELEASES from any and all claims for causes of action by whomever or whatever made or presented for PARTICIPANT'S personal injuries, property damage or wrongful death.

PARTICIPANT and/or participant's parent(s) / guardian(s) acknowledge, that he/she/they have read the foregoing paragraphs, that they have not relied upon representations of RELEASES, that they have been fully and completely advised or the potential dangers of said activities and that he/she/they are fully aware of the legal consequences of signing this document.

I authorize Icetown to use photos and or videos of the participants in any marketing or promotional campaign without any compensation.

This is a contract for the entire season. Payments will not be refunded unless there is a medical reason and only if accompanied by a doctor's letter stating that the participant can-not continue with Ice Hockey. No refunds or credit will be issued for non-attendance.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SING IT VOLUNTARILY, UNDERSTANDING THAT IT IS NECESSARY TO ALLOW AMATEUR HOCKEY TO EXIST IN ITS PRESENT FORM.