



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

NOTICE: By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to participate in certain hockey, skating or other programs involving physical activity ("Programs") at Dr Pepper StarCenter or Dr Pepper Arena (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility and/or the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners the owner of the Facility is located, and each of their respective affiliates, owners, employees, agents, volunteers, and participants (collectively, "Releasees"), arising out of the Participant's participation in the Programs and/or the use of any equipment provided by the Facility and/or Releasees ("Equipment"). The Participant and his/her parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **NEGLIGENT** acts or conduct of the Facility and/or the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners the owner of the Facility is located, and each of their respective affiliates, owners, employees, agents, volunteers, and participants.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **NEGLIGENT** acts or conduct of the Facility and/or the Releasees. The Participant and his/her parents or legal guardian(s) understand that the risks of participating in the Programs and using the Equipment may be both foreseen and unforeseen and include serious physical injury and/or death and other personal and property damages;
- 3) **TO RELEASE** the Facility and/or the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners is located, and each of their respective affiliates, owners, employees, agents, volunteers, and participants from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and/or use of the Equipment, even those caused by the **NEGLIGENT** acts or conduct of the Facility and/or the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners the Municipality in which the Facility is located, and each of their respective affiliates, owners, employees, agents, volunteers, and participants; and
- 4) **TO INDEMNIFY** the Facility and the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners the Municipality in which the Facility is located, and each of their respective affiliates, owners, employees, agents, volunteers, and participants from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and/or use of the Equipment.
- 5) **TO PERMIT** the placement of his/her name and/or photo (and/or the name/photo of his/her minor child(ren)) on the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Plano Hockey Partners LLC and VRH Partners, website or Facility website, and on other promotional materials. The Participant waives all potential claims and liabilities against the Releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any other law or regulation, if applicable.
- 6) **ARBITRATION.** In further consideration of being allowed to participate in the Programs and/or to use the Equipment at the Facility, the Participant hereby agrees to submit any dispute arising from such participation to binding arbitration. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Dallas, Texas, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. Any court of competent jurisdiction may enforce the arbitration award.
- 7) **The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.**
- 8) **The Participant understands that the program he/she is registering for may be cancelled at any time due to inclement weather and not rescheduled due to ice surface availability.**
- 9) **If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Facility.**
- 10) **ENTIRE AGREEMENT.** In entering into this Agreement, I am not relying upon on any oral or written representations other than what is set forth in this Agreement.
- 11) **SEVERABILITY.** The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 12) **BINDING EFFECT.** 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.

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

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Participant name: _____

Phone:

Age: _____ Birthdate: _____

Email: