



## PARTICIPANT RELEASE, DISCHARGE, WAIVER AND COVENANT NOT TO SUE

Activity: \_\_\_\_\_

Date and Time of Activity: \_\_\_\_\_

### **THIS IS A LEGAL DOCUMENT. YOU MUST READ CAREFULLY.**

All Participants, players, parents, coaches, and referees must read, sign, and return this document to an authorized Minnesota Wild Hockey Club, L.P. ("Wild") staff member BEFORE access is gained to the ice surface or any area of Xcel Energy Center (the "Arena") associated with the Activity. Activities may include but are not limited to, on-ice activities, hockey, and all additional related events or activities.

In consideration of \_\_\_\_\_ (the "Participant") having been provided the opportunity to participate in the above-Activity and, in the case of a minor participant, his/her parent or guardian (collectively the Participants") hereby voluntarily agree as follows:

**RELEASE FROM LIABILITY AND COVENANT NOT TO SUE.** Participants, for themselves and their personal representatives, heirs, next of kin and assigns, hereto release and discharge Wild, Saint Paul Arena Company, LLC, the National Hockey League, MINNESOTA HOCKEY, INC, each sponsor and promoter of the Activity and each of their respective parents, subsidiaries, owners, partners, employees, representatives and other affiliates (collectively, the "Releasees") from, waive in respect of each and covenant not to sue any Releasee for any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature (collectively, the "Liabilities") arising from, based upon or relating to the personal injury, death, damage to or loss of property of the Participants sustained in connection with participation in the Activity (hereinafter "Release"). Such Release, shall include, but not be limited to, any and all Liabilities caused in whole or in part by the negligence of any Releasee in connection with the Activity.

**PARTICIPANTS ASSUME RISK.** Participants are aware of and understand the inherent risks, dangers and the potential for injury that exists, and agree to assume all risk of and responsibility for personal injury, illness/sickness or death to, or damage to or loss of property of the Participants arising from or relating to participation in the Activity. Such assumption of risk includes, but is not limited to, any personal injury, illness/sickness or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill or improper conduct of any participant, the acts or omissions of any referee, coach or supervisor, and any personal injury, illness/sickness or death, or damage to or loss of property, caused in whole or in part by the negligence of any Releasee. Each of the Participants understand and agree that, in the event of any injury to the Participant or Participants, none of the Releasees will be responsible for any decisions relating to medical treatment or for such treatment itself.

Participants further acknowledge that Sponsors has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

Participants further acknowledge that Sponsors can not guarantee that Participants will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other participants and their families.

**RIGHT OF PUBLICITY.** Participation in the Activity shall constitute permission to use the name, likeness or any other identification of Participant for advertising, publicity, or any other purposes in connection with the Activity or the business of any of the Releasees, in any medium, at any time, without compensation or right of prior review or approval by the Participants. Participants agree, for themselves and their personal representatives, executors, heirs, next of kin and assigns, to release and discharge each Releasee from, to waive in respect of each Releasee, and not to sue any Releasee for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

**NO OBLIGATION OF RELEASEES.** None of the Releasees shall have, or be deemed to have, any obligation to the Participants hereunder or otherwise in connection with the Activity, including, but not limited to, with respect to the continued provision of equipment and continuation of the Activity at the Arena or otherwise.

**MISCELLANEOUS.** This Release shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to the conflict of law provisions thereof. If any portion of this Release be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

**REPRESENTATIONS.** Participants state that the Participant is in good physical condition, is physically fit to participate in the Activity and is not subject to any medical condition that may pose any risk of harm or disability to others.

Participant attests that:

\* They are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* They have not traveled internationally within the last 14 days.

\* They have not traveled to a highly impacted area within the United States of America in the last 14 days.

\* They do not believe they have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\* They have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

\* They are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_