## **Liability Waiver**

For and in consideration of Participant's registration with the Garden City Hockey Association (hereinafter "GCHA") and being allowed to participate in team and GCHA activities, the parent(s) or legal guardian(s) of PARTICIPANT AND THE UNDERSIGNED RELINQUISH ANY AND ALL LIABILITY FOR AND CAUSE OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OCCURRING TO PARTICIPANT ARISING OUT OF PARTICIPATION IN GCHA EVENTS AND/OR TEAM ACTIVITIES AND/OR THE SPORT OF ICE HOCKEY, AND/OR ACTIVITIES INCIDENTAL THERETO, wherever or however they occur and for such period said activities may continue, and by this Agreement any such claims, rights and causes of action that Participant may have are hereby relinquished and the Participant (or parent(s)/guardian(s)) does/do so 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 ICE HOCKEY AND ANY TEAM'S ACTIVITIES, AND UNDERSTAND AND AGREE THAT THE SPORT OF HOCKEY AND RELATED ACTIVITIES INVOLVE SIGNIFICANT RISKS TO PARTICIPANT'S PERSON INCLUDING BODILY INJURY, PARTIAL OR TOTAL DISABILITY, PARALYSIS, AND DEATH, AND DAMAGES WHICH MAY ARISE THEREFROM AND THAT I/WE HAVE FULL KNOWLEDGE OF SAID RISKS DESPITE THE EXISTENCE OF RULES, REGULATIONS, EQUIPMENT AND PERSONAL DISCIPLINE. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the "Releases" identified below. It is further acknowledged that there may be risks and dangers not known to us or which are not reasonably foreseeable at this time. There is the risk of Participant playing against older players or on an older age group team or against more talented players. There is also a risk in connection with checking clinics or other instructional activities. All of these risks are acknowledged and assumed by Participant.

Releases include USA Hockey, Inc., its Affiliate Associations, Local Association, Garden City Hockey Association, Member teams including all GCHA house and travel teams, hosts, coaches, assistant coaches, managers, parent helpers, sponsors, advertisers, their officers, directors, agents, employees, heirs, successors and assigns as the case may be. These are the people and organizations you agree not to sue and that you release and agree to indemnify.

Participant and/or participant's parent(s)/guardian(s) acknowledge and assume all risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included in the scope of this waiver and release is any cause 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 at said rinks, for negligent selection of certain Releases, or negligent supervision or instruction by Releases.

IT IS THE PURPOSE OF THIS AGREEMENT TO RELEASE AND COVENANT NOT TO SUE AND FOREVER DISCHARGE THE RELEASEES FROM ANY ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.

Participant or participant's parent(s)/guardian(s) agree if any claim for Participant's personal injury or wrongful death is commenced against Releases, or in the event Releases are sued due to Participant's acts or omissions, he/she/they shall defend, indemnify, and save harmless Releases from any and all claims or causes of action by whomever made or presented by Participant's personal injuries, property damage, wrongful death and/or arising out of any of Participant's acts or omissions.

Participant or participant's parent(s)/guardian(s) agree as a condition of the Participant's participation to furnish the Participant with

sticks, skates, and all protective hockey equipment necessary for the Participant's safety. Coaches do not assume any duty to check equipment.

Participant or participant's parent(s)/guardian(s) have had the Participant examined by a physician and have obtained the physician's approval for the player's participation in all hockey and related activities and understand and acknowledge that the Releases assume no responsibility for ascertaining Participant's health or fitness for participation in hockey or related activities and agree to notify the GCHA in writing immediately upon learning of any medical or other reason that the Participant should not participate in the sport of hockey and in such instance immediately make sure Participant does not so participate.

Participant or participant's parent(s)/guardian(s) hereby understand, agree to abide by and support the current USA Hockey rules of play, personal conduct, and terms and conditions for membership.

Participant or participant's parent(s)/guardian(s) hereby give consent for USA Hockey and its member teams including all GCHA house and travel teams to provide me/my participating child with emergency medical care as warranted and associated with participation on a member team during sanctioned events, and to provide housing, meals, and transportation of its choice when associated with authorized team travel. Such consent to medical care shall not impose upon any member team an obligation to provide such care and it is understood that the coaches and other team personnel are not trained medical personnel and all Releases including the coaches and other team personnel are hereby released from all liability in connection with such medical care.

Participant or participant's parent(s)/guardian(s) hereby authorize USA Hockey and its member teams to utilize my/my child's name and/or photographic representation in the promotions of their programs.