

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include ML Hockey, LLC, its affiliate associations and/or organizations, Mario Lamoureux and/or other event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents, and employees.

By signing this agreement, I certify that, as parent and/or guardian with legal responsibility for my minor child participant ("participant"), I do understand, consent, and agree to the following:

For and in consideration of participant being allowed to participate, in any way, in the **WILD WEST SHOOTOUT AAA TOURNAMENT ("the Event")**, participant (and the parent(s) or legal guardian(s) of participant) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage, or wrongful death occurring to participant, arising out of participation in the Event and/or activities incidental thereto, whenever 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 (and participant's parent(s) or legal guardian(s)) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s)) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/guardian(s)) acknowledge, understand, and assume all risks relating to ice hockey and the Event, and understand that ice hockey and the Event involve 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. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified above. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and/or stronger players, and these risks and dangers will increase if participant participates in the Event in an age group above that which participant would normally participate in. Other risks and dangers include, but are not limited to, sickness arising and/or death from the contracting of a communicable disease, whether now known or later discovered, or exposure to toxic or noxious substances, which may be present at the location(s) of the Event. Participant (and participant's parent(s)/guardian(s)) further acknowledge that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s)) acknowledge, understand, and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

Participant (and participant's parent(s)/guardian(s)) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) 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 releasees, or negligent supervision or instruction by releasees. Further, participant (and participant's parent(s)/guardian(s)) agrees to immediately report any unusual or concerning hazard or dangerous condition observed during presence at or participation in the Event to the nearest Event host, building supervisor, and/or official.

Participant (and participant's parent(s)/guardian(s)) understand and acknowledge that ML Hockey, LLC does not carry medical insurance coverage for participants and/or attendees of the Event, and the Event is not a sanctioned event by USA Hockey, Inc. Participant (and participant's parent(s)/guardian(s)) agree to carry medical insurance and acknowledge and understand that any and all claims for medical or emergency treatment arising from the Event are the sole responsibility of the participant (and participant's parent(s)/guardian(s)).

As further consideration for registration and participation in the Event, participant (and the parent(s) or legal guardian(s) of participant), hereby (1) consent and agree that ML Hockey, LLC, its affiliates, subsidiaries, licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of participant's participation in the Event and related activities, and (2) grant to ML Hockey, LLC, its affiliates, subsidiaries, licensees and designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicensable right and license to use, copy and disseminate participant's image and personal attributes, and to modify and present same in any form, manner and media, now known or hereafter devised, for any purpose whatsoever.

Participant (and participant's parent(s)/guardian(s)) agree if any claim for participant's personal injury, wrongful death, or property damage is commenced against releasees, he/she/they shall defend, indemnify, and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

Participant (and participant's parent(s)/guardian(s)) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and/or competing in the Event, and understand these waivers and releases are necessary and appropriate to allow amateur ice hockey competition such as the Event to exist.

I HAVE READ THIS WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM AGREEING TO GIVE UP AND SURRENDER SUBSTANTIAL RIGHTS, WITHOUT RESERVATION, FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

TEAM NAME _____ LEVEL _____

COACH/MANAGER_____

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