



“Helping our nation’s Heroes and their families play sports.”

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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 FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY, USA Hockey Inc., its Affiliate Associations, Local Associations, other participants, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

For and in consideration of being allowed to participate in any way in FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY and related events and activities and the participant’s registration with USA Hockey, Inc., its affiliates, local association and member team (hereafter USAH) and being allowed to participate in USAH events and member team activities, the undersigned;

Agree that the participant will, prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise a supervisor of such condition(s) and refuse to participate.

Participants acknowledge and represent that they are qualified, in good health and in proper physical condition to participate in skating activities, including but not limited to off ice conditioning, adult hockey, and charity hockey events.

Waive, release and relinquish any and all liability for and cause(s) of action including for personal injury, property damage or wrongful death occurring to participant arising out of participation with FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY, member team activities 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 waived, released and relinquished, and the participant does so on behalf of my heirs, executors, administrators and assigns.

Participants acknowledge, understand and assume all risks inherent in and relating to ice skating activities (off ice conditioning, adult hockey, and charity hockey events), and understand that said sport and activities 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 below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in a skill group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time.

Participant (and participant’s parent(s)/guardian(s), if applicable) 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, as well as negligent rescue operations, are included within the waiver, release and relinquishment described in the preceding paragraph. I/We agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request.

Participant and/or 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 acknowledges and understands 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 releases, or negligent supervision or instruction by releasees.

Participant or participant's parent(s)/guardian(s) agree, if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or 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 they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are full advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

Participant and/or participant's parent(s)/guardian(s) acknowledge that they may be photographed and/or videotaped while participating in FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY sponsored events and this media is the property of FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY, to be used at their discretion for marketing/advertising purposes. If participant and/or participants wish to not be photographed and/or videotaped, they must let staff know prior to the start of event.

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.

CONSENT FOR MEDICAL ATTENTION OR TREATMENT

I certify that I, the member, or I, the parent/guardian of said participant, give my consent to FIGHTING FOR HOME SPORTS, D.B.A. FIGHTING FOR HOME ICE and/or PATRIOTS HOCKEY, where the activities are taking place and their staff and volunteers, to obtain medical care from any licensed physician, hospital, or clinic, including transportation and emergency medical services, for myself/ourselves and/or said participant for any injury that could arise from participation in these activities.

I / WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I / WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Date: _____

Print Name: _____

Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Phone Number: _____

USA HOCKEY REGISTRATION # _____