

TCS HOCKEY Waiver of Liability, Release

Assumption of Risk & Indemnity Agreement

IT IS THE PURPOSE OF THIS AGREEMENT FOR THE MANAGER/VOLUNTEER TO EXEMPT, WAIVE, RELEASE AND RELIEVE RELEASEES FROM LIABILITY FOR BODILY AND PERSONAL INJURY AND ILLNESS, INCLUDING WRONGFUL DEATH, PROPERTY DAMAGE AND ANY OTHER LOSS SUFFERED BY MANAGER/ VOLUNTEER CAUSED BY OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEES, WHILE PARTICIPATING IN ANY TCS HOCKEY ACTIVITY OR EVENT.

"Releasees" include TCS Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

By signing this Agreement, Manager/Volunteer acknowledges that he/she is of legal age, or, if under the age of 18, that Manager/Volunteer's Parent(s)/ Guardian(s) has/have read this entire Agreement and understands its contents. For and in consideration of the undersigned Manager/Volunteer's registration with TCS Hockey, Inc., its affiliates, local associations and member teams (all referred to together as TCS Hockey) and being allowed to participate in TCS Hockey events and member team activities, Manager/ Volunteer waives, releases, holds harmless, and relinquishes any and all claims and demands for liability and cause(s) of action, including for personal injury, illness, wrongful death, property damage, or any other losses incurred by Manager/Volunteer, arising out of participation in TCS Hockey events, member team activities, the sport of ice hockey, and/or activities incidental thereto, including the premises, services or facilities, 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 Manager/Volunteer may have are hereby waived, released and relinquished, and Manager/Volunteer does(do) so on behalf of my/our and Manager/Volunteer's heirs, executors, administrators and assigns.

Manager/Volunteer acknowledges, understands and agrees that the sport of ice hockey and hockey activities can be dangerous and involve inherent risks of injury, and assumes all risks relating to ice hockey and any member team activities, and understands that ice hockey and member team activities involve risks to Manager/ Volunteer'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 Manager/Volunteer or the negligence of others, including the "Releasees" identified above. These risks and dangers further include risks of sickness arising from any and all communicable disease, germs, bacteria, viruses or infections, including without limitation the virus responsible for COVID-19, whether now known or later discovered. Manager/Volunteer further acknowledges that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Manager/Volunteer acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Manager/Volunteer, a Releasee, and/or others, are included within the waiver, release and relinquishment described herein.

Manager/Volunteer acknowledges, understands and assumes 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 release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform maintenance, inspection, cleaning, disinfecting, 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 any Releasee.

As further consideration for registration and participation in TCS Hockey events and member team activities, Manager/Volunteer, hereby (1) consents and agrees that TCS Hockey, its licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Manager/Volunteer's participation in such events and activities, and (2) grants to TCS Hockey, its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully- paid, royalty-free, transferable and sublicensable right and license to use, copy and disseminate Manager/Volunteer'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.

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.

Manager/Volunteer agree if any claim for Manager/Volunteer's personal injury or wrongful death is commenced against any Releasee, he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for Manager/Volunteer's personal injuries, property damage or wrongful death.

Manager/Volunteer acknowledge that he/she has been provided and read the above paragraphs and has not relied upon any representations of Releasees, that he/she is fully advised of the potential dangers of ice hockey, agrees that no oral representations, statements or inducements apart from this Agreement have been made, that he/she agrees to and sign this document voluntarily, understanding that these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to TCS Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player.

If you have any questions, contact TCS Hockey.

