

## RWJ BARNABAS HEALTH HOCKEY HOUSE - PRUDENTIAL CENTER

### RELEASE AND WAIVER OF LIABILITY

**PLEASE READ CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO THE WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS AS SET FORTH IN THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT. THIS AGREEMENT ALSO INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.**

**IN CONSIDERATION** of being permitted to enter the RWJ Barnabas Health Hockey House at Prudential Center (the "**Facility**") (through such date as determined by Harris Blitzer Sports & Entertainment, Devils Arena Entertainment LLC, and /or New Jersey Devils LLC (together, "**Prudential Center**") and to play, attend, observe or otherwise participate in athletic, recreational and related activities, both on and off the ice (collectively, the "**Activities**"), the below named individual (the "**Participant**"), and, if the named Participant is a minor, the Participant's parent(s) or legal guardian(s), do hereby freely and voluntarily acknowledge and agree (for him/her self and any minor child on whose behalf this Agreement is executed), to the fullest extent permitted by law, as follows:

#### **1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I understand that the Activities may be hazardous to Participant and others and that there are risks and dangers, including that of personal injury (including death), property damage or loss and other hazards that could arise from or occur during the Activities. I acknowledge that these risks and dangers include, but are not limited to, those arising from falls, collisions, being struck by pucks, sticks or other objects, body contact with ice, boards and other participants and risks and dangers of illness arising from any communicable disease, including, but not limited to, the virus referred to as "COVID-19" described below.

I acknowledge that (i) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**") has been declared a worldwide pandemic by the World Health Organization; (ii) cases of COVID-19 infection have been confirmed in the Newark, New Jersey metropolitan area, including in the vicinity of the Prudential Center; (iii) COVID-19 is extremely contagious and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present, including as a result of exposures individuals may have had in geographic areas other than Newark, New Jersey; (iv) I will be subject to certain policies, procedures and protocols (including, but not limited to, temperature checks and screenings and RWJ Barnabas Health Hockey House Guidelines) that will be implemented from time to time by Prudential Center and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "**Prudential Center Protocols**") in an effort to mitigate potential exposure to and spread of COVID-19 at the Prudential Center, that such Prudential Center Protocols may be revised any time based on guidance, protocols or orders issued by governments or health agencies, advice obtained from medical or other advisors or such other information or factors that Prudential Center determines are relevant, and that whether or not updated, such Prudential Center Protocols ultimately may prove inadequate to mitigate potential exposure to and transmission of COVID-19; (v) no precautions, including the Prudential Center Protocols and requirements that the CDC, federal, state and local government or NHL have put in place, can eliminate the risk of exposure to or contraction or transmission of COVID-19, and that such risk applies to everyone and (vi) the circumstances regarding COVID-19 are changing from day to day and I accept full responsibility for familiarizing myself with the most recent updates. I understand that by participating in the Activities and/or being on the premises of the Facility, I may be exposed to and/or infected by COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutation or variation thereof, whether now known or later discovered, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of being exposed to or infected by COVID-19 or other medical conditions, diseases, germs, bacteria, viruses, infections, or maladies, and/or any mutation or variation thereof, whether now known or later discovered, at the Facility may result from the actions, omissions, or negligence of myself or others, including the Released Parties (as defined below) and other Activities participants.

I fully understand and knowingly and voluntarily assume all the foregoing risks (including, without limitation, all risks and dangers related to exposure to, or contraction or transmission of, COVID-19) and accept personal responsibility for any and all damages, liabilities and other losses that I or any of my personal representatives, spouse, heirs, assigns, executors, trustees, administrators, next of kin and other persons acting or purporting to act on my or their behalf (collectively, "**Related Persons**") may incur in connection with any such illness, personal injury, temporary or permanent disability, other short-term or long-term health effects and/or death. I further acknowledge and accept sole responsibility for all of the risks and hazards to myself, and my property associated with or related to the Activities (including but not limited to any injury or damage that I may cause to others), and any conditions on projects, property, facilities, accommodations, equipment, supplies and tools (irrespective of who may own or provide

any one of these items) incidental to the Activities whether caused by the negligence, fault or misconduct of any kind on the part of any Released Parties.

## **2. RELEASE, WAIVER AND COVENANT NOT TO SUE**

I, on behalf of myself, any minor child on whose behalf this Agreement is executed and each of our Related Persons, hereby voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), Harris Blitzer Sports & Entertainment, Devils Arena Entertainment LLC, New Jersey Devils LLC, the Housing Authority of the City of Newark, the City of Newark and their respective parents, affiliates, subsidiaries, sponsors and contractors, and each officer, director, governor, regent, member, trustee, employee, volunteer, licensor, licensee, insurer, sponsor, partner, principal, representative and agent of each of the foregoing, and all of the foregoing's respective successors and assigns (collectively, the "Released Parties") from (or with respect to) any and all claims, suits, causes of action and claims for damages, whether past, present or future, and whether known or unknown, including, but not limited to, claims arising out of or in connection with my death, personal injury, illness, temporary or permanent disability, suffering of short-term or long-term health effects, economic loss, out of pocket expenses, or loss of or damage to property, which I, any minor child on whose behalf this Agreement is executed, or our Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (I) my exposure to or contraction or transmission of COVID-19; (ii) my participation in the Activities; (iii) my travel to or presence within the Facility or any area in or around Prudential Center or compliance with any Prudential Center Protocols; (iv) my exposure to other persons within the Facility or in or around Prudential Center (including persons who may not have complied with or been subject to the Prudential Center Protocols); or (v) any of the risks or dangers identified above in Section 1, each of which I have knowingly and voluntarily assumed and legal recourse for which I have knowingly, voluntarily and irrevocably waived, in each case whether caused by any action, inaction, fault, misconduct or negligence of any Released Party or otherwise. I further agree to defend and indemnify the Released Parties from and against any and all claims, suits, actions, actions and legal proceedings that may be instituted on Participant's or my behalf.

## **3. MEDICAL TREATMENT/ INSURANCE / EXPENSES**

I do hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's participation in the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I acknowledge that Participants are expected and encouraged to obtain their own medical or health insurance coverage and that I am solely responsible for any and all medical expenses due to bodily injury, illness, disability, death, property damage and other harm in connection with the Activities.

## **4. PHOTOGRAPHIC RELEASE.**

I do hereby grant and convey all right, title, and interest in any and all photographic images and video or audio recordings made of me or Participant by the Released Parties during the Activities including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, whether for commercial or non-commercial use. To the fullest extent permitted by applicable law, acknowledgement of this release and waiver of liability and in consideration for participation in the Activities I hereby grant to the Released Parties, its licensees, designees successors and assigns a worldwide, perpetual, irrevocable, fully- paid royalty-free, assignable 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.

## **5. GOVERNING LAW, ARBITRATION AND CLASS ACTION WAIVER**

I expressly agree that this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of New Jersey without regard to choice of law principles, and is intended to be as broad and inclusive as is permitted by the laws of New Jersey, and that if any provision is not valid or cannot be enforced as written, the provision shall be revised by the applicable court to the extent necessary to make such provision enforceable and consistent with the parties' intentions (and, if it cannot be made enforceable and consistent with the parties' intentions, stricken) and the remaining provisions hereof shall continue in full legal force and effect.

I agree to submit any dispute arising under this Agreement to binding arbitration pursuant to American Arbitration Association ("AAA") rules. I further agree that (i) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (ii) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (iii) the award may be vacated or modified only on the grounds specified in applicable rules and laws; and (iv) any

arbitration conducted pursuant to this Agreement shall take place in Newark, New Jersey. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for rights or benefits to which I am not otherwise entitled and the more expeditious and confidential resolution of any such disputes.

I agree that all must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT;** understand its terms, including that I am hereby giving up substantial legal rights; understand that it is a material inducement for my admission to and continued presence at RWJ Barnabas Hockey House at Prudential Center and/or my participation in the Activities and that the Released Parties are relying upon it; and further agree that no oral representations, statements or inducements contrary to anything contained herein have been made by Prudential Center or any of the other Released Parties. I understand that I may consult an attorney about this Agreement.

**IN ADDITION, FOR PARENTS OR GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE;** In my capacity as Participant's parent or guardian, I hereby (a) give permission for the Participant to participate voluntarily in the Activities and (b) understand that this Agreement forever releases, waives and discharges any and all liability, claims, and demands of whatever kind or nature against the Released Parties including Prudential Center and their successors and assigns, either in law or in equity, to the fullest extent permissible by law, including but not limited to the negligence, fault or misconduct of any kind on the part of any Released Party for damages or causes of action, including but not limited to death, bodily or personal injury, illness, disease (communicable or otherwise), economic loss or out of pocket expenses, or loss or damage to property, which Participant, his/her heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on their behalf, which arise or may hereafter arise from Participant's admission to and continued presence at RWJ Barnabas Hockey House at Prudential Center and/or Participant's participation in the Activities.

**Parent or Legal Guardian Must Sign if the Participant is UNDER 18**

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

\_\_\_\_\_  
Date of Birth

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Name

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

**Contact Info for Signer:**

\_\_\_\_\_  
Mobile Phone

\_\_\_\_\_  
Email\*

*\* Optional. By providing e-mail address you consent to being contacted by e-mail by the New Jersey Devils and Prudential Center for promotional purposes.*