



Saint Joseph's Prep Hockey 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 USA Hockey, Inc., Saint Joseph's Preparatory School ("Prep") and Boys Prep Ice Hockey Club ("Prep Hockey") and each of their respective affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, and their respective officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as "USAH") and with the Prep and Prep Hockey, and being allowed to participate in USAH, Prep and Prep Hockey events and activities, participant (and participant's parent(s)/legal guardian(s), if applicable) 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 USAH, Prep and/or Prep Hockey events or activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such periods as such activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s)/legal guardian(s), if applicable) have and/or may have are hereby waived, released and relinquished, and participant (and participant's parent(s)/legal guardian(s), if applicable) do so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/legal guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team 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 such 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 stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age 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)/legal 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, are included within the waiver, release and relinquishment described in this agreement. I/We agree to abide by and be bound under the rules of USA Hockey, Inc., including the By-Laws of such corporation, and the arbitration clause provisions, as currently published, as well as the rules of the Prep and Prep Hockey. Copies are available to USA Hockey members upon written request.

Participant (and participant's parent(s)/legal guardian(s), if applicable) 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 of, or failure to perform, maintenance, inspection, supervision or control of such rinks and premises and for the failure to warn of dangerous conditions existing at such rinks and premises, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

Participant (and participant's parent(s)/legal guardian(s), if applicable) agree that if any claim for participant's personal injury, property damage or wrongful death 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)/legal guardian(s), if applicable) 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 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.