



CAHA 2020 Off Season Programs Waiver

Charleston Amateur Hockey Association | PO Box 686 Charleston WV 25323 |
www.wvildhockey.com

Participant Information			
Name:	Date of Birth:	Male	Female
Parent / Guardian Information			
Name:	Relationship:		
Address:			
Phone:	Email:		

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 Charleston Amateur Hockey Association, Inc. (hereinafter CAHA), South Charleston Memorial Ice Arena (hereinafter SCMA), other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents, volunteers and employees.

For and in consideration of the undersigned participant's registration with CAHA, and being allowed to participate in CAHA events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, 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 CAHA events, member team activities, the sport of ice hockey, 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), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/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 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 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)/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 the preceding paragraph. I/We agree to abide by and be bound under the rules of CAHA, including the By-Laws of the corporation, as currently published. Copies are available in the yearly handbook published on the website www.wvildhockey.com or by request.

Participant (and participant's parent(s)/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, 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.

By your signature below (or that of your parent/legal guardian if you are a minor), you acknowledge and agree that CAHA does not promise, warrant or guarantee protection of your health or safety, or that of your guests, against any disease, illness, flu, virus, contagion or anything similar. You (and/or your parent/legal guardian) understand that the risk of becoming exposed to such things may result from contact with others and that exposure could result in injury to you, including sickness, disability or death. You (and/or your parent/legal guardian) understand and voluntarily agree to assume all of the foregoing risks. You (and/or your parent/legal guardian) agree to indemnify and hold harmless CAHA and its directors, trustees, agents and employees ("CAHA Agents") from and against all claims, actions, judgments, damages, liabilities, demands, losses and expenses resulting from or arising out of injury to your person, property or any of your guests while you participate in any CAHA programs, regardless of the cause, unless such injury is caused by the gross negligence or intentional malfeasance of CAHA or CAHA's Agents. You (and/or your parent/legal guardian) hereby release and forever discharge CAHA and CAHA Agents from any and all demands, causes of action, liability and/or judgments of any kind or nature, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and your participation in CAHA programs. This release will be binding upon you (and your undersigned parent or legal guardian, if applicable), your heirs and assigns.

As further consideration for registration and participation in CAHA events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable), hereby (1) consents and agrees that CAHA, its 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 such events and activities, and (2) grants to CAHA, its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable 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.

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), if applicable) 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 wherever made or presented for participant's personal injuries, property damage or wrongful death.

Participant (and participant's parent(s)/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.

PARTICIPANT SIGNATURE

Age _____ Date Signed _____

PARTICIPANT NAME (please print)

PARENT OR GUARDIAN SIGNATURE (if participant is 17 years of age or younger)

Date Signed _____