

# MICRO ICE

## HOCKEY TRAINING CENTER

### WAIVER OF LIABILITY - PLEASE READ BEFORE SIGNING

By signing this Agreement, Participant acknowledges that Participant is of legal age, or, if under the age of 18, that Participant's Parent(s)/Guardian(s) has/have read this entire Agreement and understands its contents. For the purposes of this Agreement, "Releasees" include Micro Ice, its coaches, affiliate associations, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

#### ASSUMPTION OF RISKS

Participant (and Participant's parent(s)/guardian(s), if applicable) acknowledges, understands and agrees that the sport of ice hockey and Micro Ice programs, events or 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 Participant's person including bodily injury, concussion, 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 Releasees. These risks and dangers include, but are not limited to, those arising from falls, collisions, being struck by pucks, sticks or other objects, and body contact with the ice, boards and other participants, including the risks of 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 in which Participant would normally participate. 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 and other similar viruses or infections like COVID-19 whether now known or later discovered. Participant (and Participant's parent(s)/guardian(s), if applicable) further acknowledges 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, a Releasee and/ or others, are included within the waiver, release and relinquishment described herein.

#### WAIVER & RELEASE OF CLAIMS

For and in consideration of being allowed to participate in any way in any Micro Ice programs, events or activities, Participant (and the parent(s)/guardian(s) of Participant, if applicable) waives, releases, holds harmless, and relinquishes any and all claims and demands for liability and cause(s) of action, including for personal injury, concussion, illness, wrongful death, property damage, or any other losses incurred by Participant, arising out of participation in Micro Ice programs, 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 Participant (and Participant's parent(s)/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) agree if any claim for Participant'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 Participant's personal injuries, property damage or wrongful death.

#### USE OF LIKENESS

As further consideration for participation in Micro Ice programs, events or activities, Participant (and parent(s)/guardian(s) of participant, if applicable), hereby consents and agrees that Micro Ice, its licensees and designees may make video, photograph or memorialize some or all of Participant's participation in such Micro Ice programs, events or activities, and (2) grants to Micro Ice, 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.

This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and Sovos shall be construed and enforced accordingly. Micro Ice may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. This Agreement is governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the Commonwealth of Massachusetts to whose exclusive jurisdiction the parties hereby consent.

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

Parent/Guardian (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_