

## **OFFICIALS EDGE, LLC - WAIVER OF LIABILITY**

IT IS THE PURPOSE OF THIS AGREEMENT FOR THE PARTICIPANT (AND PARTICIPANT'S PARENT(S)/GUARDIAN(S), IF APPLICABLE) TO EXEMPT, WAIVE, RELEASE AND RELIEVE OFFICIALS EDGE, LLC FROM LIABILITY FOR BODILY AND PERSONAL INJURY AND ILLNESS, INCLUDING WRONGFUL DEATH, PROPERTY DAMAGE, AND ANY OTHER LOSS SUFFERED BY PARTICIPANT CAUSED BY OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEE, WHILE PARTICIPATING IN ANY OFFICIALS EDGE, LLC ACTIVITY OR EVENT.

"Releasee" include Officials Edge, LLC, event hosts and event operators, volunteers, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, members, directors, agents and employees.

By signing this Agreement, Participant acknowledges that the Participant is of legal age and has read this entire Agreement and understands its contents, 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 and in consideration of the undersigned Participant's participation with Officials Edge, LLC and being allowed to participate in Officials Edge, LLC events and activities, Participant (and the parent(s)/guardian(s), 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, illness, wrongful death, property damage, or any other losses incurred by Participant, arising out of participation in Officials Edge, LLC events and activities, the sport of ice hockey, officiating, 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 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 parent(s)/guardian(s), if applicable) acknowledges, understands and agrees that the sport of ice hockey and Officials Edge, LLC activities can be dangerous and involve inherent risks of injury, and assumes all risks relating to ice hockey, officiating, and any events and activities related thereto, and understands that ice hockey, officiating, and any events and activities related thereto involve risks to Participant's person including bodily injury, partial or total disability, illness, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. Participant further acknowledges, understands and agrees that these risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the "Releasees" identified above and that these risks and dangers include without limitation, those arising from falls, collisions, being struck by pucks, sticks or other objects, violations for the playing rules, 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 any events and activities related thereto 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 diseases, germs, bacteria, viruses or infections, including without limitation the virus responsible for COVID-19 and other similar viruses or infections whether now known or later discovered. Participant (and parent(s)/ guardian(s), if applicable) further acknowledges that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant (and 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.

Participant (and parent(s)/guardian(s), if applicable) 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 Releasee, or negligent supervision or instruction by any Releasee.

As further consideration for registration and participation in Officials Edge, LLC events and activities, Participant (and parent(s)/guardian(s), if applicable), hereby (1) consents and agrees that Officials Edge, LLC, 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 Officials Edge, LLC, 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 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 parent(s)/guardian(s), if applicable) agree if any claim for Participant's personal injury or illness or wrongful death or property damage 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 or illness, property damage or wrongful death.

Participant (and parent(s)/guardian(s), if applicable) acknowledge that they have been provided and 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, including officiating, and agree that no oral representations, statements or inducements apart from this Agreement have been made, that they agree 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.

**I HAVE READ AND ACCEPT THIS OFFICIALS EDGE, LLC - WAIVER OF LIABILITY**