

Release and Waiver of Liability and Indemnity Agreement

I, the undersigned, agree to familiarize myself, and my child(ren) with the rules of the Everett Youth Hockey Booster Club (EYHBC), and its programs, (hereinafter the "Programs"). I understand the EYHBC, and it's agents, instructors, employees, volunteers and representatives (Collectively "the EYHBC") retain the right to suspend or expel users from the Programs for failure to comply with the rules.

DISCLAIMER CLAUSE

The EYHBC is not responsible for any injury, loss or damage of any kind sustained by any person while participating in the programs of the EYHBC, including any injury, loss or damage which might be caused by the negligence of the EYHBC.

WARNING! THERE ARE DANGERS INHERENT IN HOCKEY, SKATING AND SPORTS. THOSE DANGERS POSE A SIGNIFICANT RISK OF INJURIES.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while participating in hockey and skating. I also understand that in order to be allowed for myself or my minor child(ren) to participate in the Programs offered by the EYHBC, I must give up my rights to hold the EYHBC liable for any injury or damage which I, my child(ren), or my guests may suffer while utilizing the Programs offered by the EYHBC. I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I, my child(ren), or my guests sustain as a result of participating in the Programs offered by the EYHBC. I further agree to waive and relinquish all claims I, my minor child(ren), or my guests may have as a result of participating in the Programs offered by the EYHBC.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the EYHBC allowing me or my minor child(ren) to voluntarily participate in the Programs offered by the EYHBC, I agree:

- TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with, or related to my or my minor child(ren)'s participation in the Programs, even though such risks may have been caused by the negligence of the EYHBC.
- TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my minor child(ren), or my guests may sustain while participating in the Programs, even though such injury, loss or damage may have been caused by negligence of the EYHBC.
- TO INDEMNIFY AND HOLD HARMLESS EYH and it's agents, employees, volunteers and representatives from any and all claims, demands, actions, and costs (including attorney fees) which might arise out of my or my child(ren)'s participation in the Programs, even though such claims, demands, actions, and costs, may have been caused by the negligence of the EYHBC.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my or my minor child(ren)'s participation in the Programs. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the EYHBC. I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my minor child(ren), or my guests may suffer, even if caused by negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my minor child(ren), or my guests while participating in the Programs. I understand and agree that this Agreement will be binding me, my spouse, my heirs, my personal representatives, my assigns, my children, and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the

EYHBC harmless from any and all liability or costs, including attorney's fees, associated with or arising from me or my minor child(ren)'s participation in the Programs.

I do hereby fully release and forever discharge the EYHBC from any and all claims for injuries, damages or loss, that I, my child(ren), or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the Programs.

ACKNOWLEDGEMENT

I acknowledge that I have read this Agreement and that I understand the words, and language in it. I have been advised of the potential dangers incidental to participating in the Programs.

Knowing this and in consideration of being permitted to participate in the Programs, I hereby voluntarily release the EYHBC from any and all liability resulting from or arising out of my or my minor child(ren)'s participation in the Programs.

I understand and agree that I am releasing not only the EYHBC, but also its agents, instructors, employees, volunteers, and representatives.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by electronically agreeing to this agreement voluntarily I am agreeing to abide by these terms.

WARNING- BY ELECTRONICALLY AGREEING TO THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs, and next of kin.

I, the undersigned, as a parent or guardian of the participant, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representatives made herein by the participant. I have fully informed myself of the contents of this liability release and waiver and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named participant.