



SOUTH WOOD COUNTY
YOUTH HOCKEY ASSOCIATION

South Wood County Youth Hockey Association

WAIVER OF LIABILITY, RELEASE ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS 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 the South Wood County Recreation Center and South Wood County Youth Hockey Association its officers, directors, employees, coaches, managers, volunteer members and other participants and being allowed to participate in events and 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 South Wood County Youth Hockey Association events, 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 parents(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 parents(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any activities, and understand that ice hockey and 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" indentified below. The 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 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 thos caused by negligence of participant and/or others, are included within he waiver, release and relinquishment described in the preceding paragraph. I/We agree to abide by and be bound under the rules of the South Wood County Youth Hockey Association, including the By-Laws of the association and the arbitration clause provisions, as currently published.

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.

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, loss or damage of any kind, or wrongful death is commenced against releasees, arising from the use of the afore mentioned ice rink, recreation center, equipment or its components, whether such loses or damages are incurred by releasees or are incurred by any third party (including the directors, coaches, volunteer members and associates of the undersigned), 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. This agreement applies to all such claims, whether or not arising of negligence or the negligence of its officers, directors, coaches, managers, employees, volunteer members, participants and associates.

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 release are necessary to allow amateur ice hockey to exist in its present form.

The participant understands that there is a requirement of wearing proper equipment while participating during activities at the recreation center. Helmets and gloves are mandatory, shin pads, elbow pads, mouth guard, cage/face shield, pants/breezers are strongly recommended.

In the event the participant fails to perform in accordance with this agreement, the participant (and participant's parent(s)/guardian(s), if applicable) agrees to pay all attorney's fees and costs associated with enforcement of the agreement and in defending any claims against the releasees arising out of matters governed by this agreement.

Participant Signature _____ Age _____ Date Signed _____

Participant Name (Print) _____

Parent or Guardian Signature _____ Date Signed _____

(If Participant is 17 years of age or younger)