

2019-2020 DME Swamp Rabbits
Junior A Hockey
WAIVER AND RELEASE OF
LIABILITY

PARTICIPANT'S NAME HERE: _____ (“Participant”)

In consideration of being allowed to participate in any way with _____ and its hockey practices, scrimmages and games, and its other programs and related events and activities, the undersigned, by signing and initialing this Waiver and Release of Liability, does hereby:

1. Acknowledge and fully understand that Participant will be engaging in activities which involve the risk of property damage and personal injury (including without limitation death and paralysis) which might result from his/her own actions, inactions or negligence, the actions, inactions or negligence of others, the nature of hockey play, the condition of the premises, or from the use or non-use of equipment. Furthermore, there may be other risks not known or currently foreseen;

Participant Initials: _____

2. Acknowledge and fully understand that each of XXX and all of its **RECOMMEND THAT PARTICIPANT WEAR A FULL-FACE SHIELD APPROVED BY THE HOCKEY EQUIPMENT CERTIFICATION COUNCIL (“HECC”) AT ALL TIMES, WHETHER DURING A GAME, SCRIMMAGE, OR PRACTICE, AND DO NOT RECOMMEND THAT PARTICIPANT EVER USE A HALF- SHIELD;**

Participant Initials: _____

3. Acknowledge and fully understand that Participant may, **at his or her own risk** (and fully understanding such risks), choose to wear a half-shield as face protection for practices, scrimmages or games on such day, instead of a full-face shield;

Participant Initials: _____

4. Acknowledge and fully understand that Participant shall be required to wear an HECC-approved full face shield at all times on non-game days;

Participant Initials: _____

5. Assume all of the foregoing risks and accept personal responsibility for any property damage or personal injury (including death or paralysis) resulting from Participant's play;

Participant Initials: _____

6. Release, waive, discharge, and covenant not to sue XXX and any and all of its affiliates, and any of their respective shareholders, members, owners, managers, directors, officers, employees, trustees, agents, subsidiaries, affiliates, administrators, staff, directors, coaches, assistant coaches and all other persons involved with such entities, plus other players, participants, sponsors, and owners and lessees of the premises where events, practices or clinics are held (collectively, "Releases") from any and all demands, claims, suits, losses or damages of any nature and kind on account of property damages or personal injury (including without limitation death or paralysis) caused or alleged to have been caused, in whole or part, by the negligence or willful acts of the Releases (collectively, "Damages"). The undersigned does hereby agree that if any provision of this Waiver and Release of Liability is held invalid or is prohibited, the balance of the document shall (notwithstanding such invalidity or prohibited provision) continue in full force and effect;

Participant Initials: _____

7. Indemnify, defend and hold harmless the Releases and each of them from and against any and all Damages arising out of or relating in any way to the Participant's activities or participation in XXX Club, Inc practices, scrimmages and games, and its other programs and related events and activities, whether caused by the negligence or willful or wanton acts of any of the Releases or otherwise.

Participant Initials: _____

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT S/HE IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND IS SIGNING IT VOLUNTARILY.

The undersigned acknowledges that there will be no refund after payment is made even if the Participant withdraws or is otherwise unable or unwilling to participate for any reason.

SIGNATURE OF PARTICIPANT: _____ DATE: _____, 20_____

SIGNATURE OF WITNESS: _____ DATE: _____, 20_____