

THE FINDLAY AMATEUR HOCKEY ASSOCIATION

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR PARTICIPATION IN FAHA ACTIVITIES

IT IS THE PURPOSE OF THIS WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (THIS "AGREEMENT") FOR PARTICIPANT (AS HEREINAFTER DEFINED) (AND PARTICIPANT'S PARENT(S)/GUARDIAN(S), IF APPLICABLE) TO EXEMPT, WAIVE, RELEASE AND RELIEVE RELEASEES (AS HEREINAFTER DEFINED) FROM LIABILITY FOR BODILY AND PERSONAL INJURY AND ILLNESS, INCLUDING WRONGFUL DEATH, PROPERTY DAMAGE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY PARTICIPANT CAUSED BY OR ARISING FROM ANY ACT OR OMISSION, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEES, IN CONNECTION WITH OR RELATING TO ANY ACTIVITY OR EVENT WITH, INVOLVING, OR SANCTIONED BY THE FINDLAY AMATEUR HOCKEY ASSOCIATION.

"Releasees" include The Findlay Amateur Hockey Association ("FAHA"), its event hosts, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents, employees and volunteers.

"Participant" means the person identified below, his or her minor siblings (whether or not identified below), and his or her parent(s) or guardian(s).

By signing this Agreement, Participant acknowledges that Participant is of legal age and has read this Agreement and understands its contents, or, if under the age of 18, that Participant's parent(s)/guardian(s) has/have read this Agreement and understands its contents. For and in consideration of the undersigned Participant's registration with FAHA and being allowed to attend and/or participate in FAHA activities, events and programs (collectively, "FAHA Activities"), Participant (including the parent(s)/guardian(s) of Participant) 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 FAHA Activities, the sport of ice hockey, and/or activities incidental thereto, whenever, wherever 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 (including the parent(s)/guardian(s) of Participant) may have are hereby waived, released and relinquished, and Participant (including the parent(s)/guardian(s) of Participant) does(do) so on behalf of my/our and Participant's heirs, executors, administrators and assigns.

Participant (including the parent(s)/guardian(s) of Participant) acknowledges, understands and agrees that the sport of ice hockey and FAHA Activities can be dangerous and involve inherent risks of injury, and assumes all risks relating to ice hockey and FAHA Activities, and understands that ice hockey and FAHA Activities involve risks to Participant's person including bodily injury, illness, 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 Participant or the negligence of others, including the "Releasees" identified above. These risks and dangers include, but are not limited to, those arising from falls, collisions, being struck by pucks, sticks or other objects, and contact with the ice, boards and other participants.

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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 like COVID-19 whether now known or later discovered. Participant (including the parent(s)/guardian(s) of Participant) further acknowledges that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (including the parent(s)/guardian(s) of Participant) acknowledges, understands and agrees 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 (including the parent(s)/guardian(s) of Participant) 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 Agreement 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 Releasees, or negligent supervision or instruction by any Releasee.

Participant (including the parent(s)/guardian(s) of Participant) agrees to comply with all rules and regulations of FAHA and any associated governing body, including the rules and regulations of USA Hockey, Inc.; all applicable federal, state and local laws; and any and all local, state and federal guidelines, protocols and orders (as they currently exist and as may be updated and/or amended).

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 (including the parent(s)/guardian(s) of Participant) agrees 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.

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Participant (including the parent(s)/guardian(s) of Participant) acknowledges 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 and FAHA Activities, agrees 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.

PARTICIPANT

Printed name: _____

Signature (if 18 or older): _____

Printed name of parent(s) or guardian(s): _____
(if Participant is under 18)

Signature of parent or guardian: _____
(if Participant is under 18, for and on behalf of Participant, including minor siblings and all parent(s) or guardian(s))

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST SIGN ON PARTICIPANT'S BEHALF