

## Waiver Of Liability

IT IS THE PURPOSE OF THIS AGREEMENT FOR THE MANAGER/VOLUNTEER TO EXEMPT, WAIVE, RELEASE AND RELIEVE RELEASEES FROM LIABILITY FOR BODILY AND PERSONAL INJURY AND ILLNESS, INCLUDING WRONGFUL DEATH, PROPERTY DAMAGE AND ANY OTHER LOSS SUFFERED BY MANAGER/ VOLUNTEER CAUSED BY OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEES, WHILE PARTICIPATING IN ANY USA HOCKEY ACTIVITY OR EVENT.

“Releasees” include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

By signing this Agreement, Manager/Volunteer acknowledges that he/she is of legal age, or, if under the age of 18, that Manager/ Volunteer’s Parent(s)/ Guardian(s) has/have read this entire Agreement and understands its contents. For and in consideration of the undersigned Manager/Volunteer’s registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, Manager/ Volunteer 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 Manager/ Volunteer, arising out of participation in USAH events, member team activities, the sport of ice hockey, 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 Manager/Volunteer may have are hereby waived, released and relinquished, and Manager/Volunteer does(do) so on behalf of my/our and Manager/Volunteer’s heirs, executors, administrators and assigns.

Manager/Volunteer acknowledges, understands and agrees that he sport of ice hockey and hockey activities can be dangerous and involve inherent risks of injury, and assumes all risks relating to ice hockey and any member team activities, and understands that ice hockey and member team activities involve risks to Manager/ Volunteer’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 Manager/Volunteer or the negligence of others, including the “Releasees” identified above. These risks and dangers further include risks of sickness arising from any and all communicable disease, 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. Manager/Volunteer further acknowledges that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Manager/Volunteer acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Manager/Volunteer, a Releasee, and/or others, are included within the waiver, release and relinquishment described herein.

Manager/Volunteer 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 Releasees, or negligent supervision or instruction by any Releasee.

As a condition of registration and membership in USA Hockey and participation in USAH and member team activities, Manager/Volunteer agrees to abide by and be bound under the playing rules and governing regulations of USA Hockey, including the USA Hockey By-Laws and the mandatory dispute resolution and discipline provisions, as published in the current USA Hockey Annual Guide. Copies of the USA Hockey Bylaws, including the mandatory dispute resolution and discipline clauses, are available from USA Hockey’s

offices or may be found at [www.usahockey.com/annualguide](http://www.usahockey.com/annualguide). Any dispute, claim or cause of action regarding the terms of this agreement or its subject matter shall be brought (i) individually, without resort to any form of class or collective action, and without joinder or consolidation of claims of third parties, and (ii) exclusively in the manner provided in the applicable rules of USA Hockey (including, without limitation USA Hockey Bylaw 10).

As further consideration for registration and participation in USAH events and member team activities, Manager/Volunteer, hereby (1) consents and agrees that USAH, its licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Manager/Volunteer's participation in such events and activities, and (2) grants to USAH, its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully- paid, royalty-free, transferable and sublicenseable right and license to use, copy and disseminate Manager/Volunteer'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.

Manager/Volunteer agree if any claim for Manager/Volunteer's personal injury or wrongful death 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 Manager/Volunteer's personal injuries, property damage or wrongful death.

Manager/Volunteer acknowledge that he/she has been provided and read the above paragraphs and has not relied upon any representations of Releasees, that he/she is fully advised of the potential dangers of ice hockey, agrees that no oral representations, statements or inducements apart from this Agreement have been made, that he/she agrees 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. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

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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 RELEASEES 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 OF RELEASEES, WHILE PARTICIPATING IN ANY USA HOCKEY ACTIVITY OR EVENT.

"Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

By signing this Agreement, Participant acknowledges that Participant is of legal age, 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 registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, Participant (and the parent(s)/guardian(s) of Participant, 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 USAH events, member team activities, the sport of ice hockey, 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 Participant's 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 Participant's parent(s)/guardian(s), if applicable) acknowledges, understands and agrees that the sport of ice hockey and USAH activities can be dangerous and involve inherent risks of injury, and assumes all risks relating to ice hockey and any member team activities, and understands that ice hockey and member team 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" 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 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 member team activities 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 disease, 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 (and Participant's parent(s)/guardian(s), if applicable) further acknowledges 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 those caused by the negligence of Participant, a Releasee and/ or others, are included within the waiver, release and relinquishment described herein.

Participant (and participant's 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 Releasees, or negligent supervision or instruction by any Releasee.

As a condition of registration and membership in USA Hockey and participation in USAH and member team activities, Participant (and Participant's parent(s)/guardian(s), if applicable) agrees to abide by and bound under the playing rules and governing regulations of USA Hockey, including the USA Hockey By-Laws and the mandatory dispute resolution and discipline provisions, as published in the current USA Hockey Annual Guide. Copies of the USA Hockey Bylaws, including the mandatory dispute resolution, discipline and arbitration clauses, are available from USA Hockey's offices or may be found at [www.usahockey.com/annualguide](http://www.usahockey.com/annualguide). Any dispute, claim or cause of action regarding the terms of this agreement or its subject matter shall be brought (i) individually, without resort to any form of class or collective action, and without joinder or consolidation of claims of third parties, and (ii) exclusively in the manner provided in the applicable rules of USA Hockey (including, without limitation USA Hockey Bylaw 10).

As further consideration for registration and participation in USAH events and member team activities, Participant (and parent(s)/guardian(s) of participant, if applicable), hereby (1) consents and agrees that USAH, 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 USAH, its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable 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 Participant's parent(s)/guardian(s), if applicable) agree if any claim for Participant's personal injury or wrongful death 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, property damage or wrongful death.

Participant (and Participant's 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, 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. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

## Acknowledgement of USA Hockey SafeSport Policies

USA Hockey is committed to creating a safe and positive environment for its participants' physical, emotional, and social development and ensuring it promotes an environment free from abuse and misconduct. To help create a safe environment, USA Hockey has adopted a SafeSport Program containing policies and procedures applicable to its programs. As the national governing body for ice hockey as designated by the United States Olympic & Paralympic Committee ("USOPC") under the Ted Stevens Olympic and Amateur Sports Act, USA Hockey is subject to the requirements of the USOPC, the US Center for SafeSport ("Center for SafeSport"), and federal law, including the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017 (the "SafeSport Authorization Act").

Accordingly, by virtue of such person's registration for membership, each member of USA Hockey agrees to abide by and be subject to (1) the SafeSport Code for the U.S. Olympic and Paralympic Movement (the "SafeSport Code") as adopted by the Center for SafeSport, (2) all requirements of the SafeSport Authorization Act, (3) and all USA Hockey SafeSport Policies as set forth in the USA Hockey SafeSport Program Handbook as it may be amended or modified from time to time. Each member of USA Hockey shall be subject (a) to the jurisdiction of the Center for SafeSport with respect to the investigation and resolution of any allegations that such person may have violated (i) the sexual abuse and misconduct policies of the Center for SafeSport, (ii) allegations of violations of USA Hockey's SafeSport Policies that are reasonably related to and accompany a report or allegation of sexual abuse or misconduct, and (iii) any other allegations of violations of the SafeSport Code over which the Center for SafeSport exercises discretionary jurisdiction, and (b) subject to any action taken by the Center for SafeSport as a result of such allegations, including without limitation, suspension, permanent suspension, and/or referral to law enforcement authorities, all as set forth in the SafeSport Code. Each member of USA Hockey shall also be subject to the jurisdiction of USA Hockey with respect to any allegations that such person may have violated policies of USA Hockey's SafeSport Program and that are not under the jurisdiction of or addressed by the Center for SafeSport.

The SafeSport Code may be found at [www.safesport.org](http://www.safesport.org). According to the SafeSport Code, all members of USA Hockey are responsible for knowing the information, policies and procedures outlined therein. The USA Hockey SafeSport Program Handbook and other information and materials regarding USA Hockey's SafeSport Program may be found at [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram). As a member of USA Hockey, you are encouraged to review all SafeSport Program materials and information available at USA Hockey's website.

### Minor Athlete Abuse Protection Policies

The USA Hockey SafeSport Program Handbook contains Minor Athlete Abuse Protection Policies adopted by the Center for SafeSport and as applied to USA Hockey Programs, and also includes other policies, procedures and requirements that USA Hockey considers important to its mission to provide a safe environment within USA Hockey programs. These policies include prohibitions one-on-one interactions between minor age participants and (i) adult members of USA Hockey who have regular contact with minor Participants, (ii) any adult authorized by USA Hockey or a member program to have regular contact with or authority over minor Participants, and (iii) any adult staff or board members of USA Hockey or a member program. These policies apply in areas or situations with an increased risk of abuse or misconduct, including prohibitions or specific requirements for on one-on-one interactions between adults and minors in locker rooms, electronic communications, during travel locally to and from practices or games and during overnight team travel, in meetings or individual training sessions, and in out-of-program interactions.

To best protect athletes from abuse or misconduct in our sport, it is critical that parents of minor athletes are familiar with the policies of USA Hockey and monitor to help ensure that interactions between their children and adults in USA Hockey programs are in compliance with the rules and regulations for those interactions. USA Hockey strongly encourages parents to make their children aware of the USA Hockey SafeSport Program policies concerning interactions between adults and minors. Parents should not permit

their children to participate in interactions that are not in compliance with USA Hockey SafeSport policies. Parents should, and all adult members of USA Hockey are required, to report violations of the USA Hockey SafeSport Program policies as set forth in the USA Hockey SafeSport Program Handbook.

### **SafeSport Training**

Many persons that are members of USA Hockey are required by federal law and/or the USOPC, the Center for SafeSport or USA Hockey, to complete SafeSport Training as a condition of their participation in USA Hockey programs. Even if you are not required to complete SafeSport Training, you are eligible to do so at no cost and USA Hockey strongly encourages you to complete the training. The training is available online and can be accessed at <https://www.usahockey.com/safesporttraining>.

United States federal law and the Center for SafeSport require that all adults who have regular contact with or authority over minor athletes must complete SafeSport Training. This includes all coaches and officials, and all administrators, volunteers and employees with regular contact with or authority over minor age hockey players. In some USA Hockey age classifications, there may be both adult age (18 and over) and minor age hockey players permitted on the same team, and those players that are or will become adults during the season will have regular access to minors and are required to complete SafeSport Training. To comply with law and to avoid being required to remove players from a team in the middle of a season, USA Hockey also requires that players and officials 17 years old during this season (all players/officials born in 2003) must also complete SafeSport Training. Accordingly, all players and officials born in 2003 or earlier must complete SafeSport Training prior to being permitted to participate or be on a roster in any Youth, Girls, High School, Junior, Disabled and Flex hockey classifications.

Because some players and officials required to complete SafeSport Training are still minors at the time the training is required, USA Hockey is required to obtain parental consent for them to complete SafeSport Training. If your child is under 18 years of age at the time of this registration, then your signature below constitutes your permission for your child to complete SafeSport Training.

I have read and understand the above on behalf of myself and, if applicable, my minor child:

## USA Hockey Concussion Information and Acknowledgement

All sports and free play are associated with risk for a concussion, including playing, officiating or participating in ice hockey. It is important that all participants and parents learn about concussion prevention, recognition, treatment and return to play.

A concussion is a type of traumatic brain injury—or TBI— caused by a bump or blow to the head or by a hit to the body that causes the head and brain to move quickly back and forth. Bouncing or twisting of the brain in the skull can cause chemical changes and sometimes stretching of the brain cells. A concussion disrupts the way the brain normally works. Most concussions are mild, but all concussions should be taken seriously because permanent brain damage and death can occur from another injury. A concussion may be difficult to recognize. A person does not have to be “knocked-out” to have a concussion. Less than 10% of persons concussed actually lose consciousness. Signs and symptoms may show up right after the injury or can take hours or days to fully appear.

If a person reports one or more symptoms or demonstrates any signs of concussion after a blow to the head or body, s/he should be kept out of practice, play or training immediately and referred to a health care professional with experience in concussion management. A concussed brain needs time to heal and the person is much more likely to have another concussion if they return to soon. Repeat concussions are usually more severe and take longer to heal. Return to play, or officiating, is allowed only after the individual is without symptoms, has progressed through the USA Hockey concussion protocol and is cleared by the health care professional.

USA Hockey provides all participants with information and educational materials about concussions, including the risk of sustaining a concussion, how to minimize these risks, concussion signs and symptoms, and USA Hockey’s program for returning to play following a concussion. USA Hockey’s Concussion Management Program can be found on the USA Hockey website at: [usahockey.com/safety-concussions](http://usahockey.com/safety-concussions). By checking the box and placing my initials in the box below, participant, and participant’s parent(s) or legal guardian(s) if participant is a minor, hereby acknowledges (1) that I have had the opportunity to review information on concussions provided by USA Hockey, including the signs and symptoms of a concussion, (2) that participating in the sport of ice hockey involves the risk of sustaining a concussion and that I knowingly, freely and fully assume all such risks, (3) that any participant suspected of possibly sustaining a concussion will be removed from practice or competition (and that I will remove myself from practice or competition) and not returned to practice or competition until cleared in writing by a licensed health care provider trained in the evaluation and management of concussions, and (4) that I shall follow USA Hockey’s Post-Concussion Return to Play Protocol and any applicable state law prior to returning to play.