



ASSUMPTION OF RISK & INDEMNITY AGREEMENT

It is the purpose of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include DWB Memorial Foundation (dba North American Pond Hockey Championship - NAPHC), 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.

For and in consideration of the undersigned participant's registration with DWB Memorial Foundation (dba NAPHC), its affiliates, local associations and member teams (all referred to together as NAPHC) and being allowed to participate in NAPHC events and member team activities, participant, releases and relinquishes 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 NAPHC events, member team 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 may have are hereby waived, released and relinquished, and participant does so on behalf of my and participant's heirs, executors, administrators and assigns. Participant acknowledges, understands 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 there from and that I 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 "releases" identified below. These 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 member team activities in an age group above that which participant would normally participate in. I further acknowledge that there may be risks and dangers not known to me or not reasonably foreseeable at this time. Participant acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I agree to abide by and be bound under the rules of DWB Memorial Foundation (dba NAPHC), including the By-Laws of the corporation and the arbitration clause provisions, as currently published.

Participant acknowledges, understands and assumes 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 releases, or negligent supervision or instruction by releases.

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 agrees if any claim for participant's personal injury or wrongful death is commenced against releases, he/she shall defend, indemnify and save harmless releases 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 acknowledges that they have been provided and have read the above paragraphs and have not relied upon any representations of releases, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to DWB Memorial Foundation (dba NAPHC) insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. If you have any questions, contact DWB Memorial Foundation (dba NAPHC).

I grant NAPHC, its representatives and members the right to take photographs of me and my property in connection with the hockey tournament event. I agree that NAPHC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Name _____ **Birthdate** _____

Team Name _____ **Emergency Contact** _____

Signature _____ **Date** _____