

WMB Foundation
Waiver of Liability, Release Assumption
of Risk & Indemnity Agreement

IT IS THE PURPOSE OF THIS AGREEMENT FOR THE RELEASORS 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 ANY RELEASEES.

“WMB” means WMB Foundation., its affiliates, local associations, and member teams (collectively referred to as “WMB”)

“Releasor” includes any and all managers, participants, and volunteers participating in any WMB events and member team activities, as well as Releasor’s heirs, executors, administrators, and assigns.

“Releasees” include WMB Foundation, 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 Releasor’s registration with and being allowed to participate in WMB events and member team activities, Releasor waives, 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 Releasor, arising out of participation in WMB 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 Releasor may have are hereby waived, released and relinquished, and Releasor does so on behalf of Releasor’s heirs, executors, administrators and assigns.

Releasor acknowledges, understands, and assumes all risks relating to ice hockey and any member team or group activities, and understands that ice hockey and member team or group activities involve risks to Releasor’s person, including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that Releasor has full knowledge of said risks. These risks and dangers may be caused by the negligence of the Releasor or the negligence of others, including the “Releasees” identified above. Releasor further acknowledges that there may be risks and dangers not known or reasonably foreseen or foreseeable at this time. Releasor acknowledges, understands, and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Releasor or others, are included within the waiver, release and relinquishment described herein.

Releasor 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 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 any Releasee.

As a condition of registration and participation in WMB events and member team activities, Releasor agrees to abide by and be bound under the playing rules and rules and regulations of WMB.

As further consideration for registration and participation in WMB events and member team activities, Releasor hereby (1) consents and agrees that WMB, its licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Releasor’s participation in such events and activities, and (2) grants to WMB, its licensees, designees, successors and assigns, a worldwide, perpetual,

irrevocable, royalty-free, transferable and sub licensable right and license to use, copy and disseminate Releasor'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 allowed. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

Releasor agrees that if any claim for Releasor's personal injury, property damage, or wrongful death is commenced by any person or entity against any Releasee, Releasor shall defend, indemnify, and hold harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for Releasor's personal injuries, property damage, or wrongful death.

Releasor acknowledges having been provided with, and having read this agreement, and having not relied upon any representations of Releasees, Releasor acknowledges being fully advised of the potential dangers of ice hockey and agree to and sign this document voluntarily.