



**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION
("AGREEMENT")**

In consideration of participating in the Texoma Youth Hockey Association ("TYHA") I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I agree:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Texoma Youth Hockey Association (TYHA), their respective administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, participants, and if applicable, owners and leasers of the premises ("Facility") (collectively, Releasees), arising out of the Participants participation in the Programs and/or the use of any equipment provided by the Facility and/or Releasees (Equipment). The Participant and his/her parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **NEGLIGENT** acts or conduct of the TYHA and their respective administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, participants, and if applicable, owners and leasers of the premises ("Facility").
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **NEGLIGENT** acts or conduct of the TYHA and Releasees. The Participant and his/her parents or legal guardian(s) understand that the risks of participating in the Programs and using the Equipment may be both foreseen and unforeseen and include serious physical injury and/or death and other personal and property damages;
- 3) **TO RELEASE** the TYHA and Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and/or use of the Equipment, even those caused by the **NEGLIGENT** acts or conduct of the TYHA and Releasees; and
- 4) **TO INDEMNIFY** the TYHA and Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and/or use of the Equipment.
- 5) **TO PERMIT** the placement of his/her name and/or photo (and/or the name/photo of his/her minor child(ren)) on the TYHA website. The Participant waives all potential claims and liabilities against the Releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any other law or regulation, if applicable.
- 6) The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.
- 7) If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Facility.
- 8) **ENTIRE AGREEMENT.** In entering into this Agreement, I am not relying upon on any oral or written representations other than what is set forth in this Agreement.
- 9) **SEVERABILITY.** The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 10) **BINDING EFFECT.** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS AND WAIVE THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Age: _____ Birthdate: _____ Phone number: _____

PARENTAL CONSENT: AND I, the Minor's parent or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from ALL liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damages, or cost any Releasees may incur as the result of any such claim.

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____