



## Wonderland Wizards Travel Tryouts (2013-2014) Agreements

### Section 1

#### **Tryout Fees**

The Tryout Fee is due in full at the time of registration. Payment can be made by credit card online or check made payable to Wonderland Wizards. If payment is not paid, the registrant will not be allowed on the ice. The Tryout Fee is non-refundable, but if the registrant does not make a travel team, the Tryout Fee will be applied towards the House Fee. If the registrant does not make a travel team and does not participate in the House program, the Tryout Fee will not be refunded.

### Section 2

#### **Activity Participation Agreement**

As the parent(s)/guardian(s) of the registered participant, I/We hereby give approval for his/her participation in all activities of the program conducted by the Wonderland Wizards Youth Hockey Association. I/We hereby waive, release, absolve, indemnify, and agree to hold harmless the Wonderland Wizards Youth Hockey Association officers, from the above activities for any claim arising out of injury to any person, or for any damage which may occur, except to the extent, if any, and in the amount collected by accident and/or liability insurance which may be carried by the Wonderland Wizards Youth Hockey Association. I/We also grant permission for any representative of the Wonderland Wizards Youth Hockey Association to obtain medical care and treatment from any physician, nurse, ambulance, hospital or medical clinic should the above player become ill or injured at any time during the hockey program.

### Section 3

#### **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 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. 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) or legal guardian(s) of participant, if applicable) waive, release and relinquish 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 USAH 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 (and participant's parent(s) or legal 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) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand 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 from 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 "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/We further acknowledge 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 and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/We agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume 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 (and participant's parent(s)/guardian(s), if applicable) agree 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 (and participant's parent(s)/guardian(s), if applicable) acknowledge 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 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.