

**WAIVER, RELEASE FROM LIABILITY AND COVENANT NOT TO SUE**

I, \_\_\_\_\_ (“Participant”), have requested the use of the skating rinks and related facilities and/or rental equipment, or the purchase or provision of lessons, instruction and/or training related to activities on ice (individually and collectively Participation in Ice Activities) and the use of equipment and facilities at the DCU Center (herein referred to as “Arena” or “Facility”) in Worcester, Massachusetts. I understand and acknowledge that serious disabilities, death, accidents and injuries can occur during Ice Activities at the Facility and/or through the use of the Facility in which those Ice Activities are held. I further understand and acknowledge that attending, participating in, volunteering at or spectating at Ice Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, serious injury, disability, or property loss. Each of the Participant and his/her parent or guardian further states that the Participant is in good physical condition, is physically fit to participate in the Program and is not subject to any medical condition that poses or may pose any risk of harm or disability to others. I willingly agree to comply with the stated and customary terms and conditions for Participation in Ice Activities. Knowing the risks inherent in, and connected with these Ice Activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin:

1. **I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE** the following persons and entities: The City of Worcester, Massachusetts; Worcester County; SMG; the San Jose Sharks LLC, a Limited Liability Company; Sharks Minor Holdings LLC; and the officers, directors, employees, representatives, and agents (“Releasees”) of any and all of the above in connection with my any claim arising from or in any way connected with my use of, or my presence at the Facilities. **I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASEES**, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at Ice Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross negligence, or other acts or failure to act of those persons or entities.
2. **I HEREBY ASSUME THE RISKS OF INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, AND SPECTATING AT AN ICE SKATING, ICE HOCKEY OR OTHER ICE ACTIVITIES AT THE FACILITY.**

The provisions of this Waiver, Release from Liability and Covenant Not to Sue shall apply to all claims, even if arising from the conduct, including without limitation, the negligence or gross negligence, of persons executing a similar waiver, release from liability and covenant not to sue.

**I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.**

Date: \_\_\_\_\_ Team: \_\_\_\_\_

Print Name (Participant): \_\_\_\_\_

Parent/Guardian Name (if Minor): \_\_\_\_\_

Address: \_\_\_\_\_ Apt #: \_\_\_\_\_  
\_\_\_\_\_

Phone No: ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Driver’s License/Massachusetts ID No: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Signature above serves as consent to receive the Worcester Sharks e-mail newsletter