



Atlantic Hockey Federation Participant Waiver

Release of Liability and Assumption of Risk Agreement “READ BEFORE SIGNING”

It is the purpose of this agreement (the “Agreement”) to exempt, waive and relieve Releasees from all forms of liability as a result of participation in events sponsored by releases for any and all reasons including without limitation for personal injury, property damage, and wrongful death, including without limitation if caused by negligence, including the negligence, if any, of Releasees. "Releasees" include Atlantic Hockey Federation, LLC, and any of their respective affiliates, officers, directors, managers, members, agents and employees (all referred to together as “AHF”). The team, participant (“Participant”) (and Participant’s parent(s)/guardian(s) also certify and warrant to AHF that the team manager or custodian of team records has, on file, written waivers from liability (USA Hockey or Hockey Canada Registration) for each team player identified on the team roster and each player participating in this league and/or event(s). The team, parent(s), Participant(s) and/or guardian(s) understand that AHF shall rely upon the statements in this form in agreeing to accept the Participant’s and/or team’s participation in this league and/or event(s).

For and in consideration of the undersigned Participant's registration with AHF, and being allowed to participate in AHF events and related 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, but not limited to, for personal injury, property damage or wrongful death occurring to Participant, arising out of participation in AHF events, 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 team activities, and understand that ice hockey and team activities involve risks to Participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence and/or willful misconduct of the Participant or the negligence and/or willful misconduct of others, including the “Releasees” identified above. 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 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 acknowledge that all players are required to have and do have his/her own medical insurance coverage. I/We further agree and acknowledge that complete hockey equipment, including mandatory equipment required by the team’s home and league’s governing body is required to be worn during AHF events and it is understood by the team that any player who does not possess the required equipment will be prevented by the team from participating in any game. I/We also

agree that we are members of USA Hockey, Inc. and are bound by all of USA Hockey, Inc.'s rules and regulations.

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 and or willful misconduct) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and /or events and for the failure to warn of dangerous conditions existing at said rinks and/or events, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees. As further consideration for registration and participation in AHF events and member team activities, Participant

(and the parent(s) or legal guardian(s) of Participant, if applicable), hereby (1) consents and agrees that AHF, its licensees and designees and affiliates may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Participant's participation in such events and activities, and (2) grants to AHF, its licensees, designees and affiliates, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicensable right and license to use, copy and disseminate Participant'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.

I willingly agree to comply with the stated and customary terms and conditions for participation in the AHF events and member team activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately

Participant (and Participant's parent(s)/guardian(s), if applicable), agree if any third party claim for Participant's personal injury or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees 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 Releasees, 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, Inc.'s insurance policies, which could affect any coverage you may have. For example, there is no liability coverage for claims of one player against another player, and Participant and Participant's parent(s)/guardian(s) waive any rights to make a claim against the Releasees for this or any other reason.

This Agreement will be governed by and construed under the laws of the State of Delaware (without reference to its choice of laws rules, as if to be entered into and performed wholly within the State of Delaware by residents of the State of Delaware). If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Subject to strict adherence with the terms and conditions of the Dispute Resolution mechanisms in this agreement, ALL PARTIES TO THIS AGREEMENT HEREBY FREELY WAIVE ANY OF THEIR

RESPECTIVE RIGHTS TO A TRIAL BY JURY, BASED UPON, RELATED IN ANY MANNER TO OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THIS AGREEMENT OR THE MANAGEMENT OR OPERATION OF THE COMPANY. The scope of this waiver is intended to be all-encompassing of any and all disputes filed in any court for any reason relating to this Agreement including, without limitation, contract, tort, breach of duty and all common law and statutory claims. All parties to this Agreement acknowledge that they have and are receiving the benefits of this Agreement and that this waiver was and is a material inducement to enter into this Agreement, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. Each party to this Agreement represents and warrants to the other parties to this Agreement that it will strictly comply with the terms and conditions of the Dispute Resolution section of this agreement and that each party has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Dispute Resolution: All Members and parties to this Agreement agree and consent that any dispute, controversy or claim arising under this Agreement among the parties hereto shall be resolved exclusively by arbitration conducted in Washington, DC, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated by reference into this Section. A single arbitrator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a single arbitrator, then the arbitration shall be conducted by three (3) arbitrators whereby each party shall choose one (1) arbitrator and those two (2) arbitrators shall select a third arbitrator. The arbitration shall be conducted in a single hearing, and the arbitrator shall render his/her/their decision within a reasonable time after the conclusion of the hearing. The decision of the arbitrator(s) shall be final and not appealable. Judgment upon any decision rendered by the arbitrators may be entered by any court having jurisdiction. The Parties each irrevocably agree to submit personally to venue and jurisdiction in Washington, DC for purposes of the arbitration and further agree that a fully binding and enforceable arbitration hearing may be conducted there, and that a fully binding and enforceable arbitration award may be issued, notwithstanding any law or rule that might otherwise limit the arbitrator's jurisdiction over any party or any dispute subject to this arbitration agreement. Once commenced, the arbitration shall proceed to an enforceable, final award regardless of any party's failure or refusal to participate. The arbitrator shall apply the substantive laws of the State of Delaware in all respects and notwithstanding any choice of law rules to the contrary. To the fullest extent provided by law, the parties hereto irrevocably and unconditionally waive any right to appeal or seek modification of any ruling or award by the arbitrator. The parties hereto shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by law or judicial decision. With regard to any arbitration or other proceeding filed or brought by any of the parties against another party hereto, and/or the AHF, the Prevailing Party (defined below) shall be entitled to recover all of its reasonable costs and expenses incurred in connection with such dispute, including the fees and expenses of counsel of to the parties thereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding ("Costs and Expenses"). The term "Prevailing Party" means that party whose position is substantially upheld in a final judgment rendered in such proceeding. The provisions of this section shall survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment. This provision of this section, and the obligation of payment of any Costs and Expenses of the Prevailing Party, shall inure to the benefit of and protect each party hereto, and the AHF, as the case may be, from and against any party that brings an action or otherwise asserts a claim in

any other forum or jurisdiction in contravention to the arbitration provisions of this section, such that any Costs and Expenses incurred by the Prevailing Party in any such action shall be paid by the non-Prevailing Party. 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) hereto further warrant and represent that it has reviewed or had the opportunity to review this agreement with its legal counsel and that it knowingly and voluntarily enters into this agreement and waives any rights covered hereunder.

If any part of this agreement is determined to be void and unenforceable, the remainder shall remain in full force and effect.

I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person contact. AHF and/or the Releasees have put in place preventative measures to reduce the spread of communicable diseases; however, we cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we've implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of utilizing the/our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

This Waiver may be executed by signatures transmitted via facsimile or electronic transmission, such as a "pdf" document transmitted through electronic mail, which shall have the same force and effect as an original signature. If you have any questions, contact Atlantic Hockey Federation, LLC.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.