

## WAIVER OF CLAIMS, RELEASE, AND ASSUMPTION OF RISK

Print Name: \_\_\_\_\_

Activity: \_\_\_\_\_

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

As consideration for the ability to participate in activities conducted by the Phoenix Coyotes Hockey Club (the "Coyotes"), or conducted in facilities operated by the Coyotes, I have read carefully and agree to, for myself and my ward (whether a minor child or an adult for which I have permanent or temporary custody or responsibility), the matters as set forth in this document.

I understand and agree that the Coyotes have taken reasonable and prudent measures to provide appropriate information, equipment, and security so that I or my ward may enjoy the activity. I acknowledge, however, that the activity is not without inherent risk and understand and agree that the safeguards taken by the Coyotes cannot constitute a guarantee that loss of personal property, injury, illness, or death may not occur, and that some risk cannot be eliminated or if eliminated would destroy the unique character of the activity and the benefits from participating in the activity. The following describes some, but not all, of those risks of the activity: falling while standing or moving; falling from or off of platforms, carpeting, stands, machines, or other equipment; being struck by implements, equipment; being injured while using implements or equipment; and breakage or loss of personal property. I understand this list of risks is not complete and that other unknown or unanticipated risks may result in property loss, injury, or death. I agree to assume full responsibility for the risks identified herein and for risks not specifically identified including the acts of other participants or third parties.

I acknowledge that engaging in the activity may require a degree of physical conditioning, training, skill, and knowledge that may be different from other activities in which I and my ward participate. I take full responsibility to evaluate my or my ward's ability to participate safely in the activity. I acknowledge that the Coyotes staff are and have been available to explain fully the nature and physical demands, the inherent and other risks, the hazards and dangers involved of the activity. I warrant that I am unaware of any past or current physical or psychological conditions that might affect my or my ward's participation in the activity. I acknowledge that I have the opportunity to provide in writing (the only effective means of communicating this information) any physical or psychological conditions that may affect safe participation in the activity.

I authorize the Coyotes to obtain or provide emergency medical care and transportation believed to be necessary or beneficial for me or my ward and I agree to be responsible for all cost of such care or transportation.

I understand that during events involving group activities the Coyotes will not provide care and supervision of my ward at any time, that the Coyotes have not and will not investigate the background, qualification, or credentials of any person providing such supervision for my ward, and that the responsibility for my ward's health and safety falls solely to the group with which my ward is participating,

I understand that participation in the activity is purely voluntary, that no one is forcing me or my ward to participate, and that in consideration for the benefits of participating in the activity, I elect to participate or allow my ward to participate in the activity with full knowledge of the risk of injury or even death. I understand that I am free to decline to participate in the activity at any time. I further acknowledge that while I will be advised of the relevant safety processes, procedures, or systems, the potential for personal injury to me or my ward is present and will exist throughout the training and the activity. Injury could include but is by no means limited to strained limbs or digits, broken bones, concussion and lacerations, burns, or death caused by falls, mechanical failure of equipment, human error, and exhaustion. I warrant that I am not now nor will I be under the influence of any alcohol or any chemical substances during the activity.

In return for my voluntarily participation and the experience and enjoyment I or my ward will gain from activity, I hereby waive and release all claims, regardless of their kind or nature, which I or my ward may have against IceArizona Manager Co LP, IceArizona Hockey Co LP, Coyotes Management GP, LLC, its affiliates and partners (which constitute the "Phoenix Coyotes Hockey Club"), and against Global Spectrum LP, the City of Glendale, the National Hockey League and its subsidiaries or affiliates, and each of these entities partners, officers, agents, employees (the "Exculpated Parties") for any and all injuries suffered by me or my ward from participation in the activity. I agree to indemnify, defend, and hold harmless the Exculpated Parties from any claims by third parties related to my or may ward's participation in the activity. I also agree to fully indemnify, defend, and hold harmless the Exculpated Parties from any claims made by my ward or a third party claim on behalf of my ward at any time in the future and waive all statutory, common law and equitable defenses, including any statute of limitations, with respect the validity of this indemnification. The waiver, release, and indemnification serve as to my and my ward's heirs, executors, administrator, representatives, and family members.

Lastly, I agree that participation in the activity constitutes permission to use my or my ward's name, photograph, or likeness internally or in the public media without compensation, right of review, and approval.

I have read, understand, and accept all of the terms and conditions of this document.

If participant is over 18 years of age:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Participant)

Address: \_\_\_\_\_

If participant is under 18 years of age:

I warrant that I am the parent or guardian of the named participant and that I am signing on behalf of myself and my ward.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Parent or Guardian)

Address: \_\_\_\_\_

Driver's License State and No.: \_\_\_\_\_

For Internal Use:

Coyotes Staff Member: \_\_\_\_\_  
[Print Name]

Acknowledgement of Review ☐  
Acknowledgement of Instructions ☐  
Parental/Guardian Verification ☐  
Visible Condition Verification ☐