



## Release and Waiver of Liability and Indemnity Agreement

I, the undersigned, agree to familiarize myself, and my child(ren) with the rules of Pro Edge Training, LLC and the rules of its programs, including hockey club (hereinafter the "Programs"). I understand Pro Edge Training, LLC, and its agents (including Vaughan Rody), instructors, employees, volunteers and representatives (collectively "Pro Edge Training") retain the right to suspend or expel users from the Programs for failure to comply with the rules.

### DISCLAIMER CLAUSE

Pro Edge Training is not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Programs of Pro Edge Training, including injury, loss or damage which might be caused by the negligence of Pro Edge Training.

WARNING! THERE ARE DANGERS INHERENT IN HOCKEY, SKATING AND SPORTS. THOSE DANGERS POSE A SIGNIFICANT RISK OF INJURIES.

### DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while participating in hockey and skating. I also understand that in order to be allowed for myself or my minor child(ren) to participate in the Programs offered by Pro Edge Training, I must give up my rights to hold Pro Edge Training liable for any injury or damage which I, my child(ren), or my guests may suffer while utilizing the Programs offered by Pro Edge Training.

I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my child(ren), or my guests may sustain as a result of participating in the Programs offered by Pro Edge Training. I further agree to waive and relinquish all claims I, my minor child(ren), or my guests may have as a result of participating in the Programs offered by Pro Edge Training.

### INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Pro Edge Training allowing me or my minor child(ren) to voluntarily participate in the Programs offered by Pro Edge Training, I agree:

- 1. TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to me or my minor child(ren)'s participation, even though such risks may have been caused by the negligence of Pro Edge Training;
- 2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I, my minor child(ren), or my guests may sustain while participating in the Programs, even though such injury, loss or damage may have been caused by the negligence of Pro Edge Training.
- 3. TO INDEMNIFY AND HOLD HARMLESS** Pro Edge Training and its agents, employees, volunteers and representatives for any and all claims, demands, actions, and costs (including attorney fees) which might arise out of me or my minor child(ren)'s participation in the Programs, even though such claims, demands, actions and costs may have been caused by the negligence of Pro Edge Training.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated by me, arising out of me or my minor child(ren)'s participation in the Programs. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against Pro Edge Training. I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my minor child(ren), or my guests may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my minor child(ren), or my guests while participating in the Programs. I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children. I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold Pro Edge Training harmless from any and all liability or costs, including attorney's fees, associated with or arising from me or my minor child(ren)'s participation in the Programs. I do hereby fully release and forever discharge Pro Edge Training from any and all claims for injuries, damages, or loss that I, my child(ren), or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the Programs.

### ACKNOWLEDGMENT

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating in the Programs.

Knowing this and in consideration of being permitted to participate in the Programs, I hereby voluntarily release Pro Edge Training from any and all liability resulting from or arising out of me or my minor child(ren)'s participation in the Programs.

I understand and agree that I am releasing not only Pro Edge Training, but also its agents (including Vaughan Rody), instructors, employees, volunteers and representatives.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives. I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

**WARNING – BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!**

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

Executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Player Signature: \_\_\_\_\_ Print Player Name: \_\_\_\_\_

I, the undersigned, as parent or guardian of the above participant, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representations made herein by the participant. I have fully informed myself of the contents of this liability release and waiver and consent to the same and on behalf of myself of the contents of this liability release and waiver and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named participant.

### PARENT/GUARDIAN

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_