



**Junior Hockey Participant Release and Waiver of Liability,
Assumption of Risk, and Indemnity Agreement
(Goalkeeper Facemask Waiver)**

In connection with an equipment use program of the North American Hockey League (the "League") and playing for _____ (the "Team"), and in consideration of USA Hockey, Inc. ("USA Hockey") and the League and Team allowing me to participate in League and Team-related activities (collectively, the "Activities"), including, without limitation, tryouts, practices, exhibitions, camps and games, as a goalkeeper utilizing a form fitted facemask, I hereby agree as follows:

I acknowledge that the current Official Playing Rules of USA Hockey govern the play of ice hockey competition at the Junior Hockey classification level. I acknowledge the current Junior Hockey playing rules of USA Hockey have been adopted by the Board of Directors of USA Hockey, out of the concern for the orderly play of the game of ice hockey, and the safety, health and welfare of all participants. I acknowledge that the individual protection provided by the protective face mask device, as certified by the Hockey Equipment Certification Council (HECC) (herein, "HECC Approved Facial Protection") when worn during competition, may minimize the risk of injury to the facial portions of my body during sanctioned Activities. Specifically, I acknowledge that USA Hockey's Junior Hockey Edition of the Official Rules of Hockey, Rule 303(b) – Goalkeeper's Equipment, strongly recommends that all goalkeepers wear HECC Approved Facial Protection. However, Rule 303 permits a goalkeeper having reached the age of majority and having signed the proper waiver, to wear a full mask of his/her choice or a form fitted facemask with a frontal wire insert, providing such mask includes a back skull plate in lieu of a HECC approved helmet ("Alternate Facial Protection"). The signed waiver must be made available to Game Officials prior to each game, upon request. In addition, a copy of the signed waiver must be filed with the USA Hockey Junior Liaison prior to the start of the regular season. This document is the only waiver complying with the above requirements.

As an adult over the age of eighteen (18) years of age, it is my individual desire, exercising my own best judgment for my own personal protection and safety, to wear Alternate Facial Protection during USA Hockey sanctioned Junior Activities for my own individual and personal reasons.

Further, I fully understand that participation in the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to myself, my property, and to other third parties and their property, which may be caused by my own actions, or inactions, those of others participating in the Activities, the conditions in which the Activities takes place, the locations, places, buildings and/or structures at, on or in which the Activities takes place, or the negligence of the "Releasees" named below; and that such risks can be created, increased or exacerbated (including, without limitation the risk of new, additional, increased or different injuries) when using Alternate Facial Protection rather than HECC Approved Facial Protection. I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I or any third parties incur

arising out of or in any way related to my use of any Alternate Facial Protection. I represent that I understand the nature and risks of the Activities, and the nature and risk of use of Alternate Facial Protection rather than HECC Approved Facial Protection during the Activities. I further represent that I am participating in the Activities and using Alternate Facial Protection voluntarily and of my own volition, and that I am in good health, physically fit and otherwise prepared and able to participate in the Activities using such Alternate Facial Protection.

I, on behalf of myself and anyone who obtains any rights from me, hereby forever release, discharge, indemnify and covenant not to sue USA Hockey, the League and its member teams, including the Team, hosts of Activities, ice hockey arenas where the Activities are held, and participants in the Activities (including, without limitation, players, coaches and officials), the respective affiliates of each of the foregoing, and the volunteers, directors, officers, partners, shareholders, owners, members, managers, employees, agents, administrators, officials, insurers, sponsors, advertisers, heirs, personal and legal representatives, and successors and assigns of each of them, as applicable, and the owners, lessors, lessees and any other individual or entity with any interest in the locations, places, buildings and/or structures at, on or in which Activities take place (each considered one of the "Releasees" herein) from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to my use of Alternate Facial Protection, including, but not limited to, Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee or otherwise, including negligent rescue operations. I further agree to indemnify and hold each Releasee harmless from and against any Losses regarding any matter within the scope of this Junior Hockey Participant Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Release").

I hereby warrant that the following statements are true and correct, and understand that such statements have been relied upon in entering into this Release.

1. That no oral representations, statements or inducements, apart from the foregoing written agreement have been made by anyone to me, and specifically, none of the Releasees listed above have in any way attempted to influence the decision made herein in any manner whatsoever.
2. That I have fully read the foregoing, questioned any portions I failed to understand and voluntarily execute and sign this Release with full understanding, as an adult, of the significance thereof, all as is set forth above.
3. I have read this Release, understand that I have given up substantial legal rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder of this Release shall remain enforceable to the full extent allowed by law.

No statements regarding the effect of this Release or not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Release shall be binding upon the undersigned, and his/her successors, assignees, subrogors, heirs, next of kin, and legal and personal representatives. This Release is in addition to any other waivers, releases and/or indemnification agreements I have granted and/or entered into with any Releasee, including, without limitation the USA Hockey Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement.

Participant Signature: _____
Printed Name: _____
Date: _____

Witness Signature: _____
Printed Name: _____
Date: _____

NOTE: Player/Participant shall sign this Junior Hockey Participant Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Goalkeeper Facemask Waiver) in front of a witness and shall provide the originally signed Release and Waiver to Team management. The Team shall provide a copy of this Waiver and Release to the Player, shall keep the originally signed Release for the Team's records, and shall provide a copy to the NAHL League office prior to the Player being allowed to participate in any Activities wearing non-HECC approved facial protection. League shall provide a copy to USA Hockey's national office.