



RELEASE AND INDEMNIFYING AGREEMENT MOUTH GUARD WAIVER



We, each and every one of the undersigned adult individuals, having reached the age of majority, individually, and as competitive members of the _____, Tier _____, Junior "_____" Hockey Team, which team is participating in Junior classification competition sanctioned by USA Hockey, Inc., for the 20__-20__ Regular Season, for and in consideration of the covenants and agreements herein contained, hereby covenant and agree as follows:

ITEM I: Acknowledgment of Rules and the Reasons Thereof

We, each and every one of us, hereby acknowledge that the Official Playing Rules of USA Hockey 20__-20__ shall govern the play of the ice hockey competition during the 20__-20__ Regular Season. Further, we acknowledge that the Playing Rules of USA Hockey have been duly adopted by the Board of Directors of USA Hockey, arising out of their concern for the orderly play of the game of ice hockey, and the safety, health and welfare of all of the participants therein. Further, we acknowledge that the individual protection provided by the protective internal mouth piece when worn during competition, may minimize the risk of injury to the facial and teeth portions of our bodies during sanctioned competition. In particular, we, and each and every one of us, hereby acknowledge that Rule 304 – Protective Equipment, subparagraphs (c) (Note 1) and (Note 2) specifically recommends and encourages that all players in the Junior age classification wear internal mouth piece protection.

ITEM II: Waiver, Release and Indemnity

In spite of the foregoing acknowledgment, however, it is the individual desire and decision of each and every one of the undersigned competitive members of the Hockey Team, competing in the 20__-20__ Regular Season, as adults, exercising their own best judgment for their own protection and safety as they have asserted their right to do, to be relieved from the requirements that a protective internal mouth piece be worn during USA Hockey sanctioned 20__-20__ Regular Season, for their own individual and personal reasons.

Therefore, in consideration of the recognition by USA Hockey, Inc., of the exercise of our own adult rights and freedom, including the right to wear an internal mouth piece protection of our choice, or no internal mouth piece at all, do hereby release and forever discharge USA Hockey, all official representatives of USA Hockey, individually and in their representative capacity; all members and officials of our 20__-20__ Season; all game officials, individually and in their official capacities; all ice hockey arenas used as the official sites for game competition during the 20__-20__ Regular Season, and all other persons, firms or corporations, known or unknown, who are or might be claimed liable from any and all actions, causes of actions, claims or demands for, upon or by reason of any damage, loss, suffering or injury to person or property, known or unknown, which may hereafter be sustained during the 20__-20__ Regular Season, by the undersigned as an adult as the result of the failure and refusal of the undersigned individuals, each and every one of them, to wear the recommended protective facial and teeth device.

Further, in consideration of the recognition of adult rights and freedoms by USA Hockey, Inc., as herein set forth above, we, the undersigned adults, each and every one, hereby jointly and severally agree to indemnify and to forever hold harmless the parties above-named in the preceding paragraph from any and all claims, demands, actions or causes of action that may hereafter, or at any time, be made or brought on behalf of any of the undersigned, each and every one of them, for any loss, damage, suffering, or injury to the person or property of the undersigned adult, as a result of the failure and refusal of the undersigned adult to wear the recommended protective internal mouth piece during the 20__-20__ Regular Season, sanctioned by USA Hockey.

ITEM III: Independent Judgment

The undersigned, each and every one, hereby warrants that the following states are true and correct, and understands that they, each and every one of them, have relied upon them in entering into the foregoing release and indemnifying agreement.

1. That no oral representations, statements of inducements, apart from the foregoing written agreement have been made by anyone to the undersigned, and specifically, none of the parties listed above have in any way attempted to influence the decision made herein in any manner whatsoever;
2. That each and every one of the undersigned have fully read the foregoing, questioned any portions they fail to understand and now voluntarily execute and sign this Release and Indemnifying Agreement with full understanding, as an adult, of the significance thereof, all as is set forth above.

