

NAPERVILLE HIGH SCHOOL HOCKEY CLUB RELEASE,
ASSUMPTION OF RISK & INDEMNITY AGREEMENT

In consideration of the participation of the participant being registered ("Participant") in the Naperville High School Hockey Club ("NHHC") 2024 spring and summer program, high school hockey season on-ice or off-ice activities related or incident thereto (collectively referred to as "Activities"), I, parent or legal guardian of the Participant (if Participant is under 18 years of age) ("Parent"), and the Participant, agree as follows:

1. **Release.** Participant and Parent do hereby waive, release, relinquish, and discharge NHHC, Jackson Storage Properties, L.P. d/b/a All Seasons Ice Rinks and any other ice arenas or facilities at which the Activities take place, together with their agents, affiliates, associates, officers, directors, owners and employees, coaches, managers, promoters, sponsors, trainers, league organizers, other participants, volunteers, and contractors (collectively, "Indemnitees"), on behalf of Participant and Parent, and their children, parents, heirs, executors, administrators and assigns, from and against any and all claims for liability and causes of action, including for personal injury, property damage or loss, or wrongful death occurring to Participant or Parent, arising out of or related to participation in or attendance at the Activities, whenever or however they occur and for such period as the Activities may continue.
2. **Assumption of Risk.** Participant and Parent do acknowledge, understand and assume all risks relating to the Activities and understand that the Activities involve risks to Participant or Parent's person including bodily injury, partial or total disability, paralysis and death, and associated damages. Participant and Parent do acknowledge that these risks and dangers may be caused by the negligence of Participant or Parent or the negligence of others, including the Indemnitees. These risks and dangers include, but are not limited to, those arising from falls, collisions, being struck by pucks, sticks, or other objects, and body contact with the ice, boards, and other participants, including the risks of participating with bigger, faster, and stronger participants. These risks and dangers further include risks of sickness arising from any and all communicable disease, germs, bacteria, viruses or infections, including without limitation the virus responsible for COVID-19, whether now known or later discovered. Participant and parent, further acknowledge that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant and Parent acknowledge, understand and assume the risks, if any, arising from the conditions and use of hockey rinks, training facilities and other premises used for Activities and acknowledge and understand that Participant and Parent are assuming the risk of and are waiving the right to bring an cause of action (including any cause of action base on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control or such areas and for the failure to warn of dangerous conditions existing at such rinks or facilities, for negligent selection

of Indemnitees, or negligent supervision or instruction by Indemnitees. Participant and Parent do acknowledge, understand, and agree that all of the risks and dangers described throughout this Agreement, including those caused by negligence of Participant or Parent or others, are included within the release set forth in **Paragraph 1** above.

- 3. Indemnification.** Participant and Parent do agree that if (a) any claim for Participant's or Parent's personal injuries, property damage or wrongful death is commenced against Indemnitees; or (b) a third party asserts a claim of personal injury, property damage or wrongful death against Indemnitees arising from any act or omission of Participant or Parent, then Participant and Parent shall defend, indemnify and hold harmless Indemnitees from and against any and all such claims or causes of action, by whomever or wherever made or asserted, for damages arising from or related to Participant's or Parent's or such third party's personal injuries, property damage or wrongful death and all costs associated with such claims or causes or action, including attorneys' fees.
- 4. Use of Name and Image.** Participant and Parent grant to NHHC, its assigns, licenses and successors, the irrevocable right to use, re-use, adapt, modify, exhibit, distribute and otherwise exploit, Participant's name, likeness and image in any and all manner, media or formats now known or hereafter devised, in whole or in part, including but not limited to, photographs, motion picture films, television broadcasts, and/or in any radio broadcasts, all as edited and otherwise altered at the sole discretion of NHHC, its licensees or assigns, throughout the world, in perpetuity. Participant and Parent release NHHC from any and all claims arising out of the use of Participant's name, likeness and image, including but not limited to, claims of blurring and distortion, invasion of privacy, defamation and infringement of the right of publicity.
- 5. Acknowledgments & Use of Name and Image.** Participant and Parent do acknowledge and agrees that the Participant and Parent (a) have been provided sufficient opportunity to read this Agreement; (b) understand this Agreement; (c) are fully advised of the dangers of the Activities; (d) understand that participation in the Activities is voluntary; (e) agree to be bound by the terms of this Agreement; and (f) do not have any medical, physical or emotional condition that may result in injury or harm to Participant or Parent or any other party participating in the Activities.
- 6. Miscellaneous.** This Agreement shall be subject to and governed by the applicable laws of State of Illinois, without giving effect to the principles thereof relating to conflicts of laws. Participant and Parent do irrevocably agree that any legal action, suit or proceeding brought by Participant or Parent or on Participant's or Parent's behalf in any way arising out of this Agreement must be brought solely and exclusively in DuPage county, Illinois and Participant and Parent irrevocably submit to the sole and exclusive jurisdiction of the federal and state courts in Illinois, generally and unconditionally with

respect to any action, suit or proceeding brought by them against the Indemnitees. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intent in accordance with the applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which is invalid or unforeseeable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law. The paragraph headings used herein are for the reference and convenience only and shall not be considered in the interpretation of this Agreement.

I have read this RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT and agree to comply with the word and the spirit of this document. I understand that by signing below, I have given up substantial rights on behalf of myself or my child.

Player Name (print)

Date

Parent or Gaurdian Name (print)

Parent or Gaurdian Signature