

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, RELEASE AND INFORMED CONSENT

Program: The NHL and the NHLPA First Shift

Association:

Location:

Date:

READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.

In consideration of my child's participation in the Program and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. I hereby consent to my child's participation in the above-described Program being held by the above-named Association and sponsored by Bauer Hockey, and Bauer Hockey Ltd. (together, "Bauer"), the National Hockey League ("NHL") and the National Hockey League Players' Association ("NHLPA") (collectively, the "Sponsors"). I have been provided technical information regarding any Bauer or other products to be provided to my child in connection with the Program (the "Products"), and have been given the opportunity to ask questions about the Products and the Program. For certainty, I acknowledge the Products are being made available solely by the Association or Bauer, and not by the NHL or the NHLPA, and that the fit, adjustment and use thereof is solely my responsibility notwithstanding any information, inspection or assistance rendered by the Association or Bauer. I have had sufficient time to consider my child's participation in the Program. I understand that said participation is voluntary and that I or Sponsors may terminate my child's participation in the Program at any time without penalty. I understand that none of the Sponsors will maintain any health, medical or disability insurance coverage for my child.
2. I represent to Sponsors that my child is in good physical condition and has no known conditions, impairments or maladies that would in any way endanger him/her or others during the activities he/she may be asked to do during the Program. I understand that the Program may involve skating or playing ice hockey and that skating and ice hockey involve physical contact, high rates of speed, and vigorous exercise and by their nature have inherent risks and dangers that can result in serious bodily injury or death.
3. I hereby expressly and specifically assume, for and on behalf of my child, the risk of injury or harm to my child in connection with the Program and release and forever discharge Sponsors, the Association, Hockey Canada, and their respective affiliates, subsidiaries, members, directors, officers, employees, agents, insurers, suppliers, retailers, representatives, and the facilities where the Program is to be held (collectively, the "Released Parties") from any and all liability for injury, illness, death, or property damage resulting from my child's participation in the Program, regardless of whether such injury, illness, death, or property damage involves the use of any Products or is caused, in whole or in part, by the fault or negligence of the Released Parties. I agree, for myself and my child, to hold harmless, defend and indemnify the Released Parties for and from any and all claims, demands, causes of action, lawsuits, damages, injuries, expenses (including attorneys' fees) and other liabilities of any kind arising from or in connection with my child's participation in the Program and/or use of the Products, or any Appearance or Recording (as those terms are defined in Section 4 hereof).
4. I hereby irrevocably grant to Sponsors, the Association, Hockey Canada, and their respective licensees, agents, designees, affiliates, subsidiaries, successor, and assignees (collectively, the "Recording Parties"), the royalty free, irrevocable, worldwide and perpetual right to record, photograph, visually identify or otherwise use, reproduce, modify or edit as desired, my child's voice, performance, appearance, likeness, photograph, name and/or biographical information (collectively, "Appearance") on film, video and/or audio tape, still photography and/or otherwise (collectively, the "Recording") in connection with the Program.
5. I agree that the Recording Parties shall own all right, title and interest to the Recording, including copyrights, and shall have the worldwide, royalty-free, perpetual right to exhibit, distribute, transmit and/or otherwise exploit the Appearance and/or the Recording, edited or altered, in whole or in part, as the Recording Parties may see fit, in all media, now known or hereafter developed, for any purpose, whether commercial (including, without limitation, advertising, publicity, promotion or marketing) or noncommercial in connection with the Program. The rights granted by me hereunder are granted in perpetuity and no compensation or further consideration will be payable to me or my child at any time in connection therewith. I will have no right of consultation or approval in connection with the rights granted hereunder. Nothing herein will constitute any obligation of the Recording Parties to make any use of the rights set forth herein.
6. This Acknowledgement and Assumption of Risks, Release and Informed Consent (this "Release") shall be governed by and interpreted exclusively under the laws and jurisdiction of the Province of Ontario. I consent to the exclusive jurisdiction of the provincial and federal courts of Ontario for resolution of all claims, differences and disputes (if any) which arise under this Release.
7. I hereby warrant that I have read this Release prior to its execution and am fully familiar with and understand the contents thereof. This Release shall be binding upon me, my child, and our heirs, legal representatives, and assigns.

I am the parent or guardian of the child (under 18 years of age) whose name appears below; this child has my permission to participate in the Program under the conditions stated above; and I execute this Release, in my capacity as parent or guardian, for myself and on behalf of this child, freely and knowingly, with full understanding of its content and effect.

*Please see back to sign and date

Parent/Guardian Signature: _____

Parent Guardian Name (Printed): _____

Child's Name (Printed): _____

Address: _____

Date: _____