

FERRARO BROTHERS ELITE HOCKEY, INC.

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

Please read this form carefully and be aware that in signing this Agreement, Waiver and Release of Liability and participating in the athletic program(s) offered by Ferraro Brothers Elite Hockey, Inc., (the "Program") you, individually and on behalf of _____, a minor child for whom you are the legal guardian, you and your (Name of Participant)

child will be waiving all claims arising out the program. In consideration of Ferraro Brothers Elite Hockey, Inc. sponsoring and providing the program and accepting _____ (Name of Participant)

as a participant in the Program each of the signatories hereto, acknowledge, agree and understand as follows:

Acknowledgment/Assumption of Risk of Injury:

1. Voluntarily and of my own free will, I elect to participate in the Program.
2. As parent and/or legal guardian of _____ I authorize him/ her (Name of Participant) to participate in the Program.
3. I understand that there are certain risks and hazards involved in participating in the Program, which are inherent to the game of ice hockey and/or acting as an instructor in the Program. I am aware that hockey and the Program is a contact sport and, as such, constitutes a hazardous activity. I further understand that there are risks and hazards associated with hockey and the Program including but not limited to playing conditions, equipment and other participants, in addition to the acts of skating, passing, shooting, stick handling, checking and collisions with other players and with stationary objects. I have fully informed myself of all of the details of the Program and the activities in which I and my child will be engaged as a participant and/or instructor and have received satisfactory answers to all questions concerning the Program and the risks inherent in the Program. I recognize and acknowledge that the Program involves risk of bodily injury, death, or property damage. I agree to and do hereby, individually and as parent and/or legal guardian of _____ (Name of Participant)

assume the full risk of all injuries, including death, and all costs, damages and losses that I or the participant may sustain as a result of participating in any and all activities connected with or associated with the Program.

Waiver and Release of Claims for Injury:

Individually and as parent or legal guardian of _____ I/we hereby
(Name of Participant)

agree to and do waive, release and relinquish all claims of any kind, known and unknown, present and future, that I/we may have against Ferraro Brothers Elite Hockey, Inc and their directors, officers, agents, servants and employees, arising out of connected with, or in any way related to Ferraro Brothers Elite, Hockey, Inc or the Program.

In consideration of being permitted by Ferraro Elite Brothers Hockey, Inc to participate in the Program, I agree that I/We and my/our heirs, distributees, guardians, legal representatives and assigns will not make any claim against, sue, attach the property of, or prosecute Ferraro Brothers Elite Hockey, Inc. or any of it's directors, officers, agents, servants or employees for any injury, death or property damage occurring to me as a result of my participation in the Program, whether caused by the negligence of Ferraro Brothers Elite Hockey, Inc., or otherwise. In addition, I release and discharge Ferraro Brothers Elite Hockey, Inc., or any of it's directors, officers, agents, servants or employees from all actions, claims, or demands that I/We and my/our heirs, distributees, guardians, legal representatives or assigns now or in the future may have for any injury, death or property damage resulting from my participation in the Program.

I/we voluntarily elect or accept and assume all risk of damages, injuries, including death incurred or suffered by _____ (a) while practicing, playing,
(Name of participant)
or participating in the Program, (b) while serving as an instructor in a nonplaying capacity in the Program, and (c) while on or upon the premise of any location in which the Program is being conducted.

Indemnity and Defense:

I/we further agree to indemnify and save harmless and defend Ferraro Brother Elite Hockey, Inc., their directors, officers, agents, servants, and employees from any and all claims of any kind known and unknown, present and future, that I/we may have arising out

of, connected with or in any way related to the Program or _____
(Name of Participant)
participation therein.

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND THAT I/WE UNDERSTAND EACH AND EVERY ONE OF THE PROVISION OF THIS WAVIER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, AGREED TO ABIDE BY THEM, AND HAVE EXECUTED THIS AGREEMENT, WAIVER AND RELEASE OF MY/OUR OWN FREE WILL AND WITHOUT ANY RESERVATION.

Dated: _____

(Name of Participant)

(Name of parent/legal guardian)