

Kellian Hockey Adult-Minor Waiver/Release Amateur Athletic Waiver and Release of Liability

This Release and waiver of Liability is executed this the 1st day of Jan, 2024 by _____ (Printed name or electronic signature) (“participant”). Participant will play ice hockey in a Kellian Hockey LLC sponsored event on _____ through _____, 2024/25.

The participant has acknowledged that they have rudimentary skills, and they are able to skate forwards, turn, and be able to stop. Participant is able to safely handle a hockey stick, and would be willing to engage in monitored, non body-check, hockey drills. Participant agrees that they are capable of engaging in hockey drills with other players of similar ability. Participant acknowledges that there will be players of different levels, and that there is a risk of contact.

The participant acknowledges that the Kellian Hockey LLC sponsored events are designed to help a player advance their current ice hockey skill and abilities, so that they can further enjoy playing in games against other players of varying skill levels. Kellian Hockey LLC provides an environment for players to learn, explore and understand the game of hockey, so that they can willingly engage in a competitive game against other players of similar age and skill levels.

- 1) **Scope of Relationship with Kellian Hockey LLC.** Participant understand that they are a participant, and they are engaging in the Kellian Hockey LLC clinics to further their knowledge of the game of ice hockey. Kellian Hockey LLC will present many learning situations, but cannot guarantee the Participant will improve their abilities. Kellian Hockey LLC offers opportunity for learning new skill. It is up to the participant to assimilate the material. Various drills and games will be played, and players safety is of the highest priority. Participant understands that accidents do occur, and that they are inherent with the nature of the sport of hockey.
- 2) **Assumption of Risk:** Participant has received information on how the Kellian Hockey LLC clinics and camps operate. Participant represents that he/she is in good health and suffers no physical impairment, allergies or other medical conditions that would prevent participation in the clinics or camps. Participant understands and agrees that there are hazards and risks inherent in playing hockey during instructional practice time, or a refereed skills-game. These hazards include unpredictable collisions with objects and other players, trips and falls, or being hit with a puck or stick. Participant recognizes the precautions that are implemented by Kellian Hockey LLC are for the player’s safety, but cannot eliminate the risks of injury. Precautions include: Body checking is not permitted, Slap shots are not permitted and players are governed by reasonable length shifts so as to keep players fresh for game play.

In consideration of being allowed to participate in any way in the **Kellian Hockey LLC** ice hockey clinics, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,
- 2) **ASSUMPTION OF RISK:** Participant KNOWINGLY AND **FREELY** ASSUMES ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for participants’ participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions of participation. If, however, I observe and unusual significant hazard during my presence and participation, I will remove myself from participation and bring such attention of the nearest official immediately; and,
- 4) **Medical Consent/Treatment.** Participant releases and waives any claim he or she may have against Kellian Hockey LLC or any officers or instructors associated with Kellian Hockey LLC on account of any first aid treatment or other medical services rendered in connection with an emergency during participant’s participation in a Kellian Hockey LLC clinic, camps or activity.
- 5) **Insurance:** Participant understands that Kellian Hockey LLC does not assume any responsibility for, and has no obligation to provide, Participant with financial or other assistance, for any medically related incidents sustained while participating in a Kellian Hockey LLC clinic, tournament or event. Participant is responsible for his or her own insurance coverage, assessing the risks of the activities associated with Kellian Hockey LLC, and making his or her own determination.
- 6) Participant understands that interpretation and application of this Release will be determined by the laws of the State of Vermont. In the event that any clause or provision of this Release is deemed invalid; the enforceability of the remaining provisions of this Release shall not be affected.

COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

We have put in place preventative measures to reduce the spread of COVID-19, however, Kellian Hockey summer camps cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the day camp could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending a Kellian Hockey Summer camp and that such exposure of infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the camp may result from the actions, omissions, or negligence of myself and others, including, but limited to, camp employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including but not limited to, personal injury, disability, and death), illness, damage. Loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the camp or participation in Kellian Hockey LLC event programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Kellian Hockey LLC, Ian and Rachel Smith, employees, agents, or any of their family members and representatives, of and from the Claims, including all liabilities, claims, actions, damages costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Kellian hockey LLC, Ian and Rachel Smith, employees, agents, or any of their family members and representatives, whether a COVID-19 infection occurs before, during, or after participation in any camp program.

I CERTIFY THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant's Signature)

DATE SIGNED: _____

(Print Name)

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participant in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

(Parent/Guardian Signature)

DATE SIGNED: _____

Emergency Phone Number: (_____)_____