

**WAIVER OF LIABILITY, RELEASE ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, to the fullest extent of the law, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include Girsch Management, Inc. d/b/a Benefit Games, their affiliated entities and/or any principals, officials, partners, directors, employees, servants, agents, licensees, vendors, sponsors, family members, successors and each of them, their officers, directors, agents and employees and MSG Sports & Entertainment, LLC, The Madison Square Garden Company, New York Rangers, LLC, the New York Rangers Alumni Association, Inc., the National Hockey League and its member teams, NHL Enterprises, L.P., and their respective parents, owners, affiliates, assigns and successors (all referred together as "Organizers").

For and in consideration of the undersigned participation in the New York Rangers Assist event, further known as "Event", participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in the event, activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

**FURTHERMORE, PARTICIPANT** (and the parent(s) or legal guardian(s) of participant, if applicable) **UNDERSTAND AND AGREE THAT THE SPORT OF ICE HOCKEY HAS INHERENT RISKS OF PHYSICAL INJURY, INCLUDING SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS AND DEATH, AND ACCEPT AND ASSUME ALL SUCH RISKS. Participant (and the parent(s) or legal guardian(s) of participant, if applicable) confirms that the participant has previously participated in ice hockey and is aware of the inherent risks. The undersigned certifies that he/she is and the participant(s) are of physical ability to participate in the Event; and that the participant possesses a sufficient level of skill for participation; has no health problems that would increase his/her risk for injury during participation; and that it is the participant's duty to cease activity immediately and to inform staff if he/she feels any unusual discomfort or is injured during participation.** The undersigned hereby certifies that there is adequate medical insurance to pay for the treatment and cure of any such injury which may result from participation in the Event, and agrees to be solely responsible for all medical, and other, costs arising from any injuries that the participant may receive while participating in Event. The undersigned further understands that the Event does not warrant the rink facilities and equipment used in Event activates and at which Event is held. Participant acknowledges that he/she must be a member of USA Hockey, Inc. to participate in the Event and agrees that if he/she is not, he/she shall take all appropriate steps to become a registered members of USA Hockey, Inc..

The undersigned confirms that this is the entire agreement and cannot be modified or changed in any way by representations or statements. The undersigned understands that if legal action is brought, the appropriate trial court for Westchester County in the state of New York or United States District Court for the Southern District of New York has the sole and exclusive jurisdiction and that only the substantive laws of the State of New York shall apply.

The undersigned, for himself/herself and for the participant(s) named, willingly agrees to comply with the directions and requests of Event staff and/or official. If the undersigned observes any hazard(s) during his/her presence or participation, the undersigned shall remove himself/herself and the participant(s) named from the activities and immediately bring said hazard(s) to the attention of the nearest Event staff or official. Participant acknowledges that the consumption of alcohol during the Event is prohibited and agrees/confirms that he/she has not consumed any alcohol beverages or other inebriating/intoxicating substances in the 24 hour period prior to the Event.

As further consideration for registration and participation in the Event, participant (and the parent(s) or legal guardian(s) of participant, if applicable), hereby (1) consents and agrees that Organizers may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of participant's participation in such events and activities, and (2) grants Organizers its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable right and license to use, copy and disseminate participant's image and personal attributes, and to modify and present same in any form, manner and media, now known or hereafter devised, for any purpose whatsoever.

I have voluntarily executed this Release, fully intending to be bound hereby.

\_\_\_\_\_  
PARTICIPANT SIGNATURE (Parent / Guardian)

\_\_\_\_\_  
AGE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
PARTICIPANT NAME (PRINT)

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PARENT / GUARDIAN NAME (PRINT)