

WELCOME TO USA HOCKEY
TAKE THIS RECEIPT TO YOUR LOCAL PROGRAM TO COMPLETE YOUR REGISTRATION
2021-22 SEASON
(Valid through August 31, 2022)



Registration Information: DYLAN MCLEAN , Birth Year - 1975
Registration Category: PLAYER/COACH
Date of Registration: 10/18/2021
Amount Paid - USA Hockey: \$46.00
Amount Paid - MINNESOTA HOCKEY: \$1.00
Affiliate: MINNESOTA HOCKEY

- This confirms that you have paid your 2021-22 USA Hockey & Affiliate fee (if applicable). This is your USA Hockey confirmation number for the season.
- This membership is non-refundable and non-transferable which you acknowledged during the registration process.
- This receipt does NOT guarantee membership in any program or placement on a team.
- If you have questions, email memberservices@usahockey.org or phone 800-566-3288 ext 123.



Confirmation #: 291200365MCLEA

291200365MCLEA

USA HOCKEY MEMBERSHIP AGREEMENT, WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS, AMONG OTHER TERMS AND CONDITIONS, A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS, AND A CLASS ACTION WAIVER.

For and in consideration of USA Hockey, Inc. ("USAH") allowing me ("Participant") to become a member of USAH, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant executes and submits this USA Hockey Membership Agreement, Waiver of Liability, Release, Assumption of Risk and Indemnity (this "Agreement") and agrees as follows (and if Participant is a child under the age of 18 or a legally incapacitated adult, Participant's parent or legal guardian, as applicable, executes and submits this Agreement and agrees as follows on behalf of the Participant's parent(s) or legal guardian(s), and on behalf of the Participant).

1. Condition to Membership and Participation. Execution and submission of this Agreement is a condition of registration for and membership in USAH, and being allowed to participate in events and activities of USAH, its affiliates, local associations and member teams, including, without limitation, individual and member team events and activities (collectively, "USAH Activities").

2. USAH Membership Governing Documents. Participant (and Participant's parent(s)/legal guardian(s), if applicable) agrees to abide by and be bound under the playing rules and governing regulations of USAH, including, without limitation, (a) the USAH Bylaws, Rules and Regulations, Policies, Codes of Conduct, and the mandatory dispute resolution and discipline provisions applicable thereto, as published in the USA Hockey Annual Guide, and (b) the USA Hockey Safe Sport Program, as published in the USA Hockey Safe Sport Program Handbook. Copies of the USAH Bylaws, Rules and Regulations, Policies, Codes of Conduct, including the mandatory dispute resolution, discipline and arbitration provisions, are available from USAH's offices or may be found at www.usahockey.com/annualguide. The USA Hockey Safe Sport Program Handbook can be found at www.usahockey.com/resourcesanddownloads.

3. Waiver and Release of Liability. Participant (and Participant's parent(s)/legal guardian(s), if applicable) forever waives, releases and holds harmless Releasees (as defined below) from and against, and relinquishes any and all, claims and demands for liability and cause(s) of action, including, without limitation, for personal injury, illness, wrongful death, property damage, or any other losses incurred by Participant (or Participant's parent(s)/legal guardian(s), if applicable), arising out of participation in USAH Activities, the sport of ice hockey, and/or activities incidental thereto, including, without limitation, the premises, services or facilities, whenever or however they occur and for such period said activities may continue. Any such claims, demands, rights, and causes of action that Participant (and Participant's parent(s)/legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Participant (and parent(s)/legal guardian(s), if applicable) does(do) so on behalf of Participant's (and Participant's parent(s)/legal guardian(s)', if applicable) heirs, executors, administrators and assigns.

IT IS THE PURPOSE OF THIS SECTION 3 FOR PARTICIPANT (AND PARTICIPANT'S PARENT(S)/LEGAL GUARDIAN(S), IF APPLICABLE) TO EXEMPT, WAIVE, RELEASE AND RELIEVE RELEASEES FROM ANY AND ALL LIABILITY FOR BODILY AND PERSONAL INJURY AND ILLNESS, INCLUDING WRONGFUL DEATH, PROPERTY DAMAGE, AND ANY OTHER LOSS SUFFERED BY PARTICIPANT (AND PARTICIPANT'S PARENT(S)/LEGAL GUARDIAN(S), IF APPLICABLE) CAUSED BY OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE NEGLIGENCE, IF ANY, OF ANY RELEASEES, WHILE PARTICIPATING IN ANY ACTIVITY OR EVENT TO WHICH THE RELEASE SET FORTH IN THIS SECTION 3 APPLIES.

For purposes of this Agreement, "Releasees" includes USAH, its districts, affiliate associations, local associations, member teams, event hosts and event operators, other participants, coaches, officials, sponsors, advertisers, and each of them, and their respective officers, directors, agents, employees, volunteers and representatives.

4. Assumption of Risk. Participant (and Participant's parent(s)/legal guardian(s), if applicable) acknowledges, understands and agrees that the sport of ice hockey, USAH Activities and activities incidental thereto can be dangerous and involve inherent risks of injury, and assumes all risks relating to the sport of ice hockey, USAH Activities and activities incidental thereto, and understands that the sport of ice hockey, USAH Activities and activities incidental thereto involve risks to Participant's person including bodily injury, partial or total disability, illness, paralysis and death, and damages which may arise therefrom and that Participant (and Participant's parent(s)/legal guardian(s), if applicable) has full knowledge of said risks. Participant further acknowledges, understands and agrees that these risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the "Releasees" identified in Section 2, and that these risks and dangers include, without limitation, those arising from falls, collisions, being struck by pucks, sticks or other objects, violations of the playing rules, and body contact with the ice, boards and other participants, including the risks of participating with bigger, faster and stronger participants, and these risks and dangers will increase if Participant participates in ice hockey and USAH Activities in an age group above that in which Participant would normally participate. These risks and dangers further include risks of sickness arising from any and all communicable diseases, germs, bacteria, viruses or infections, including, without limitation the virus responsible for COVID-19 and other similar viruses or infections whether now known or later discovered. Participant (and Participant's parent(s)/legal guardian(s), if applicable) further acknowledges that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant (and Participant's parent(s)/legal guardian(s), if applicable) acknowledges, understands and agrees that all of the risks and dangers described throughout this Agreement, including those caused by the negligence of Participant, a Releasee and/or others, are included within the scope of the waiver, release and relinquishment set forth in Section 3 above.

Participant (and Participant's parent(s)/legal guardian(s), if applicable) further acknowledges, understands and assumes the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledges and understands that included within the risks assumed and the scope of the waiver, release and relinquishment set forth in Section 3 above is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform maintenance, inspection, cleaning, disinfecting, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain Releasees, or negligent supervision or instruction by any Releasee.

5. Covenant Not to Sue. Participant (and Participant's parent(s)/legal guardian(s), if applicable) shall not sue or make any claim (or participate in any suit or claim) against any Releasees with respect to any released claim or any other matter addressed by this Agreement, including, without limitation, for injury, damage, death, or any other loss arising from or related to Participant's participation in any USA Hockey Activities, and activities incidental thereto.

6. Media Grant and Publicity Release. Participant (and Participant's parent(s)/legal guardian(s), if applicable), hereby (a) consents and agrees that USAH, its licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph, record or memorialize in any form or media, whether now or hereafter existing, some or all of Participant's participation in USAH Activities, and (b) grants to USAH, 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, use, copy and disseminate the same in any form, manner and media, now or hereafter existing, and for any purpose whatsoever.

7. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or invalidate or render unenforceable any other provision in any other jurisdiction, and such provision shall be modified in such instance to the extent reasonably necessary to make the provision valid, legal and enforceable. If such provision may not be so modified, such provision shall be severable from this Agreement and the remainder of this Agreement shall nevertheless remain enforceable. This Agreement affects Participant's legal rights (and a Participant's parents(s)/legal guardians, if applicable), and you may wish to consult an attorney concerning this Agreement.

8. Indemnification. Participant (and Participant's parent(s)/legal guardian(s), if applicable) agree if any claim for Participant's personal injury or illness or wrongful death or property damage is commenced against any Releasee, Participant (and Participant's parent(s)/legal guardian(s), if applicable) shall defend, indemnify and save harmless Releasees, and each of them, from any and all claims or causes of action by whomever or wherever made or presented for Participant's personal injuries or illness, property damage or wrongful death.

9. Dispute Resolution; Class Action Waiver. Any dispute, claim or cause of action regarding the terms of this Agreement or its subject matter, or participation in USAH Activities, shall be brought (a) individually, without resort to any form of class or collective action, and without joinder or consolidation of claims of third parties, and (b) exclusively in the manner provided in the applicable USAH rules (including, without limitation USAH Bylaw 10).

10. Representations and Acknowledgements. By executing and submitting this Agreement, I represent that I am, as applicable, (a) the Participant and 18 years of age or older, (b) the parent or legal guardian of the minor child who is the Participant, or (c) the legal guardian of a legally incapacitated adult.

Participant (and Participant's parent(s)/legal guardian(s), if applicable) further represent and acknowledge they (i) have read this entire Agreement and understand its contents, (ii) have not relied upon any representations of Releasees, (iii) are fully advised of the potential dangers of ice hockey, (iv) agree that no oral representations, statements or inducements apart from this Agreement have been made, (v) execute and submit this document voluntarily, (vi) understand that this Agreement, including, without limitation, the waivers and releases set forth herein are necessary to allow amateur ice hockey to exist in its present form and (vii) significant exclusions may apply to USAH's insurance policies which could affect any coverage (for example, there is no liability coverage for claims of one player against another player); read your insurance brochure carefully and, if you have any questions, contact USAH or a District Risk Manager.

11. Binding Effect. This Agreement shall be binding upon Participant (and Participant's parent(s)/legal guardian(s), if applicable) and my/their respective successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through Participant (or Participant's parent(s)/legal guardian(s), if applicable).

12. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement which is not subject to the dispute resolution provisions of Section 9 above shall be instituted in state or federal courts located in the City and County of Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Acknowledgement of Electronic Signature. I HAVE READ AND HAVE VOLUNTARILY PROVIDED THE ELECTRONIC EQUIVALENT OF MY SIGNATURE AS PROVIDED BELOW UNDER PENALTY OF PERJURY.