

## **WAIVER AND RELEASE FROM LIABILITY**

This is an important, legal document. READ THIS ENTIRELY before signing. Signing this document is significant because you are waiving the right to make a claim against or sue Twin Ports Pro Development Camp LLC [The Camp] under certain circumstances. This agreement waives and releases The Camp from liability for negligent acts of its owners, directors, employees, volunteers, agents and their successors or assigns. This waiver is applicable to the participant, his or her parents, guardians, personal representative(s), executor, heirs, successors and assigns. **HOCKEY IS A DANGEROUS CONTACT SPORT.** It involves physical contact and exposes participants to various potential dangers.

THIS WAIVER, AND RELEASE AGREEMENT APPLIES TO injury, death or property damage that occurs as part of the normal risks of playing hockey, as well as injury, death or property damage resulting from the negligent acts of The Camp. These risks include:

- Injury, death or property damage caused by participation with other camp attendees including bigger, faster and stronger camp attendees;
- Injury, death, or damage to property that cannot be avoided regardless of the great care taken by The Camp to prevent or minimize the injury, death or damage.
- Injury, death or property damage arising from the inherent danger and foreseeable risks of pucks, sticks, skates, goal nets, ice, training equipment such as cones, boards, and arena glass that may occur at the facility where the camp is held including the ice surface, lobby, and locker-room areas.
- Property Damage includes property that may be lost, stolen, or damaged as a result of the typical and foreseeable risks of playing hockey

WHAT YOU ARE NOT WAIVING OR RELEASING. You are NOT waiving or releasing any claim against The Camp for injuries, death or damages arising from the reckless or intentional conduct of The Camp, its owners, employees, volunteers, agents, successors or assigns.

NOTICE REGARDING RECREATIONAL IMMUNITY. Wisconsin Statute §895.525 imposes an appreciation of risk and responsibility of participants in recreational activities which includes practice, instruction, and play of hockey. The statute may limit your ability to hold The Camp or other Camp participants liable in the event of injury, death or damage to property.

YOU MAY BARGAIN FOR SOMETHING DIFFERENT. This form asks you to waive and release right to make claims for injuries and damages caused by the negligence of The Camp. You have the right to bargain for a different type of waiver and release or for no waiver and release at all. If you want to bargain, contact Twin Ports Pro Development Camp, LLC at 1514 E 10<sup>th</sup> Street; Superior, WI 54880. **By signing this form you acknowledge that you have the right to bargain for different terms and have executed that right.**

COVID-19. You understand The Camp must comply with current regulations of the State/Municipality/Facility. The Camp is not to be held responsible for changes to be made at any time due to State/Municipality/Facility restrictions and Covid19. The Camp may reserve the right of judgment to accept or deny player participation based off of current or recent past health history, or visual signs of sickness related to or possibly related to Covid-19. The Camp Parent/Gaurdian/Participant(s) must be transparent and have a clear understanding of the health of the participants and their immediate contacts before each day of The Camp. The Camp reserves the right of judgment to hold or cancel The Camp, based off of participant and host facility health histories or current situation.

**THE UNDERSIGNED PARENT/PARTICIPANT OF \_\_\_\_\_ (participant's name) who is attending Twin Ports Pro Development Camp 2022 hereby acknowledges:**

- 1) This waiver and release is a document that has the sole purpose of waiving and releasing The Camp from certain liabilities.**
- 2) I understand what is being waived.**
- 3) I am aware of the nature and significance of what is being waived**
- 4) I have been provided an opportunity to bargain the terms and conditions of this agreement.**

**Dated:** \_\_\_\_\_

**Parent/Gaurdian/Participant Signature** \_\_\_\_\_