

Kraft Hockeyville 2019 – Calumet
ACKNOWLEDGEMENT AND RELEASE (the “Release”)

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, _____ (please print full name) hereby voluntarily agrees as follows, for himself/herself (or if he/she is younger than 18 years old, his/her parent or legal guardian both on behalf of such minor and for himself/herself) and his/her personal representatives, executors, liquidators, administrators, heirs, next of kin, successors, agents and assigns, and anyone else who might claim on his/her behalf (collectively, “**Releasor**”), in connection with each one of the events and activities held in connection with Kraft Hockeyville 2019 (the “**Event**”), including those held at Calumet Colosseum (together with each of their respective surrounding concourses, staging and parking areas, the “**Venues**”) from September 18-27, 2019 (collectively, the “**Hockeyville Events**”), in which Releasor plays, performs, or otherwise participates:

1. RELEASE FROM LIABILITY AND COVENANT NOT TO INSTITUTE LEGAL PROCEEDINGS. Releasor irrevocably undertakes and agrees to release, waive, defend, indemnify, hold harmless and forever discharge the National Hockey League (“**NHL**”) and each of its Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, the National Hockey League Players’ Association (“**NHLPA**”) and each former and current NHLPA member, Hockey Ventures (Canada) Inc., each Venue and any other venue or arena in which any Hockeyville Events are held, and each owner and operator thereof, NBC/NBC Sports Network, Kraft Heinz Food Company, SDI Marketing USA Ltd., each owner, operator, sponsor, promoter and advertiser of any Hockeyville Events or any part of them, each person or entity engaged by the NHL, any Member Club thereof or any venue operator as an independent contractor or otherwise in connection with any Hockeyville Events, and each of their respective owners, parents, subsidiaries, stockholders, partners and other affiliates and related persons or entities, and each officer, director, governor, regent, member, trustee, employee, volunteer, licensor, licensee, insurer, sponsor, partner, principal, representative, agent, contractor and subcontractor of each of the foregoing (collectively, the “**Releasees**”), from and against any and all liabilities, losses, damages, liens, actions, suits, claims, obligations, judgments, orders, costs and expenses (including attorneys’ fees and expenses) whether known or unknown (collectively, the “**Liabilities**”) which Releasor had, has, or hereafter may have against the Releasees in connection with the Hockeyville Events, including any and all Liabilities arising from, based upon or relating to the Equipment, Transportation, or Materials (each as defined below), invasion of rights of privacy, violation of right of publicity, defamation or appropriation, breach of contract or duty of care, or **any fault or negligence of any Releasee**, except to the extent any such Liability is caused by the gross negligence or willful misconduct of the Releasees. Without limiting the foregoing, Releasor covenants and agrees to waive any claim and not to institute legal proceedings against any Releasee for any of the Liabilities that have been released and discharged herein, and further agrees to defend and indemnify the Releasees from and against any and all legal proceedings that may be instituted on Releasor’s behalf. If Releasor’s participation requires hockey equipment or any other kind of equipment, Releasor agrees that he/she will bring with him/her such required equipment meeting CSA or HECC standards (as applicable) and such other equipment (collectively, the “**Equipment**”) and that he/she will not be allowed to participate in the Hockeyville Events without such Equipment. Notwithstanding the foregoing, to the extent any Equipment is made available to Releasor in connection with any Hockeyville Events, Releasor acknowledges and agrees that such Equipment is being made available solely by the sponsor or manufacturer thereof, and not by any other person (including any of Releasees), and Releasor acknowledges and agrees that the fit, adjustment and use thereof by Releasor is solely Releasor’s responsibility notwithstanding any inspection or assistance rendered by any of the Releasees. Releasor acknowledges and agrees that Releasees are not obligated to provide transportation for Releasor to or from any Hockeyville Events and that any transportation provided by Releasees (collectively, the “**Transportation**”) is not required to participate in the Hockeyville Events.

2. RELEASOR ASSUMES RISK. Releasor understands and assumes all responsibility for the inherent risks and dangers associated with the Hockeyville Events, including those related to the sport of hockey, on-ice and off-ice activities and attendance at sporting events, and the potential for injury, death and/or damage to or loss of property that exists when participating in the Hockeyville Events, including arising from, based upon or relating to **Releasee’s fault or negligence** and/or the lack of skill of any participant in any Hockeyville Events. In the event of any injury to Releasor, Releasees will not be responsible for any decisions relating to medical care or treatment of Releasor or for such treatment itself or any expenses incurred in connection therewith.

3. REPRESENTATIONS. Releasor’s participation in any Hockeyville Event is conditioned on Releasor’s consent to the terms of this Release, is voluntary and solely for his/her benefit and entertainment. Releasor will not be compensated monetarily by any of the Releasees for such participation. Releasor represents and warrants that he/she: (a) has had full opportunity to ask any questions regarding Hockeyville Events, has read, understood and declared himself/herself satisfied with the contents of this Release and has been given an opportunity to review this Release with anyone he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so; (b) is physically fit to participate in the Hockeyville Events and is not subject to any medical condition that poses or may pose any risk of harm or disability to Releasor or to others; and (c) is of sound mind and body and not under the influence of alcohol or any other drug or medication which may in any way impair Releasor’s ability to enter into this Release, fully understand the intent and meaning of all the terms and provisions of this Release or participate safely in the Hockeyville Events. None of Releasees shall have, or be deemed to have, any obligation to Releasor hereunder or otherwise in connection with any Hockeyville Events unless otherwise set forth in writing signed by Releasor and Releasee. Releasor understands that the Releasees do not carry or maintain health, medical or disability insurance coverage for Releasor. Releasor is expected and encouraged to obtain his or her own medical or health insurance coverage.

4. RIGHT OF PUBLICITY. Releasor irrevocably grants Releasees and each of their designees the unrestricted, royalty-free, irrevocable, perpetual, non-exclusive, fully paid-up right and license to (a) take photographs, make audiovisual recordings, and otherwise use the name, city of residence, image and/or likeness, performance, and/or any other personally identifiable information of Releasor for any and all purposes in connection with the Hockeyville Events or Releasees and their goods, services or other businesses (collectively, the “**Materials**”) and (b) reproduce, copy, publish, display, distribute, perform, translate, adapt, copyright, exhibit, broadcast, stream, license, modify, edit, digitize, juxtapose, synchronize, reuse, create derivative works from and otherwise exploit or use and permit to be used such Materials or any part thereof, whether alone or in combination with other materials, in each case without notice or right of prior review or approval, in any and all media now known or hereafter devised in perpetuity throughout the universe.

5. MISCELLANEOUS. This Release shall constitute the entire understanding between Releasor and the Releasees with respect to the subjects discussed in this Release. This Release shall be governed by and construed in accordance with the laws of the State of New York. The courts of the State of New York shall have exclusive jurisdiction with respect to all matters and disputes relating to or arising from Releasor’s participation in the Hockeyville Events and/or this Release, and the parties hereto irrevocably submit to such jurisdiction. If any portion of the Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE. I HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY COERCION, INDUCEMENT, ASSURANCE OR GUARANTEE.

Releasor Name (Please Print)

Releasor Signature

Releasor Address

Releasor Telephone

Emergency Contact

Relationship to Emergency Contact

Emergency Contact Telephone

Date

PARENT OR LEGAL GUARDIAN: I am a parent or legal guardian of the minor who has signed this Release and I agree, on behalf of such minor and on my own behalf, that I and such minor will be bound by all the provisions contained herein. I represent and warrant that I have the authority to enter into this Release on behalf of said minor and on my own behalf and that I have read this Release and fully understand its terms and their significance as applied to such minor and to me. I agree to defend, indemnify and hold the Releasees harmless from and against any Liabilities arising out of a breach of the foregoing representation and warranty.

Name of Parent or Legal Guardian (Please Print)

Signature of Parent or Legal Guardian

Date