

ARIZONA COYOTES WAIVER OF CLAIMS, RELEASE AND ASSUMPTION OF RISK

**IMPORTANT: THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF
POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

Event: _____

Date: _____

In consideration of myself and/or my child named below being permitted to participate in activities before, during, or after the Arizona Coyotes (the "Coyotes") game or other event at, adjacent to, or near, Gila River Arena (the "Arena") on the date listed above, which may include, but is not limited to, access to the hockey rink, access to private and public areas of the Arena, participating in hockey activities, interactive activities, physical activities, contact with other participants, and any other activities (the "Event"), I hereby agree to the following:

1. Assumption of Risk. I understand that my and/or my child's participation in the Event involves risks of injury (including death) from many causes, including, without limitation, flying, thrown or sliding hockey pucks, hockey sticks, and other objects, my and/or my child's own physical condition, and the negligence of other participants in the Event, and I, on behalf of myself and/or my child, voluntarily assume and accept those risks. I acknowledge that my and/or my child's participation in the Event is voluntary and may be terminated by me, my child, or the Coyotes at any time.
2. Release of Liability. I, on behalf of myself and/or my child unconditionally release, waive all claims against, and covenant not to sue IceArizona Hockey Co LLC d/b/a the Arizona Coyotes Hockey Club, IceArizona Holdings LLC, IceArizona AHL Co LLC, Arizona Coyotes Foundation, the National Hockey League and its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA, AEG, Levy Premium Foodservice Limited Partnership, the City of Glendale, and each of their respective promotional sponsors, advertisers, partners, affiliates, directors, officers, officials, agents, volunteers, contractors, and employees (collectively, the "Released Parties"), from and for any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage arising in connection with my and/or my child's participation in the Event and/or while on the Arena's premises in connection with the Event, including negligent rescue operations.
3. Physical Condition. I hereby represent that I and/or my child are in good health and sound physical condition, and have no physical defects which would or could interfere with my and/or my child's participation in the activities in the Event. I, on behalf of myself and/or my child, assume all responsibility for obtaining any physical examinations which may be indicated or advisable prior to participation in the Event, and release, waive and discharge the Released Parties from any liability, suits, claims, actions and demands of any kind whatsoever related to or arising from any decision by me and/or my child not to obtain a physical examination prior to participating in the Event. This document shall be binding upon my heirs, distributees, next of kin, executors, administrators, personal representatives, and assigns.
4. Image Release. I, on behalf of myself and/or my child, hereby give permission to the Coyotes and its designees to take, use, reproduce and publish any and all photographs and videos which may be taken of me and/or my child in connection with the Event, whether such photographs or videos are flattering or unflattering, for any purpose whatsoever, without compensation to me and/or my child. I also acknowledge and agree that the Coyotes will own any and all rights in such photographs and/or videos (collectively, "Materials") in perpetuity and that I, on behalf of myself and/or my child, waive, as to the Coyotes and its successors, assigns, and licensees, all personal rights and objections to any use made of the Materials including without limitation my and/or my child's name, likeness, biographical material, voice, accounts, and descriptions (whether such Materials are flattering or unflattering) in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown. I, on behalf of myself and/or my child, understand and agree that as the owner of the Materials, the Coyotes' use of the Materials may (without limitation) extend to use by any of its sponsors, advertisers, owners, partners, affiliates, directors, officers, officials, members, and agents.
5. Miscellaneous. This Waiver of Claims, Release and Assumption of Risk (this "Release and Waiver") shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to any conflict of law provisions. If any portion of this Release and Waiver shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.
6. Full Understanding. I have read this Release and Waiver carefully and fully understand its contents. I am aware that this is an agreement not to sue the Released Parties and constitutes a complete release of liability by me and/or my child in favor of the Released Parties. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks that I and/or my child are assuming which include, without limitation, the risk of injury or death regardless of how it arises, and even if it results from the neglect or fault of the Released Parties. Electronic copies of a signed Release and Waiver shall be deemed an original.

Participant/Legal Guardian (Signature)

Child Participant if Under 18 (Printed Name, if applicable)

Participant (Printed Name)

Date

Address

Contact E-mail and/or Phone Number