

## THE RINKS / GREAT PARK ICE / LEAGUES & TEAMS

### CONSENT, INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT

FOR AND IN CONSIDERATION of me and if a child's name is written below ("My Child"), My Child's participation in activities related to the Jr. Ducks, Lady Ducks and/or Anaheim Ducks High School Hockey League (individually and collectively, the "Teams") and/or at and use of any of the premises and facilities commonly known as Great Park Ice or The Rinks (individually and collectively, the "Facility"), including transportation to and from, and any equipment supplied to me or My Child or used by me or My Child in connection therewith (collectively, "Participation"), all as applicable and to the fullest extent permitted by applicable laws, I agree as follows:

1. I acknowledge and I am aware of the hazards, dangers and risks (inherent or otherwise) in connection with the Participation and being a spectator, including, without limitation, property damage, property loss, property theft, economic loss, accident, minor injury or serious injury (known or unknown), which may include permanent disability or paralysis, or death to me, My Child, to other participants, to spectators or other third parties (collectively, "Injury"). I further acknowledge that there are natural factors and occurrences which may impact or affect the safety of the Participation. I warrant that I am, and My Child is, in good health and has/have no physical conditions that would prevent me or My Child from being involved in or acting in connection with the Participation. **I assume full responsibility for, and all risk of, any accident, bodily injury, death, property loss, property theft or property damage that may result for any reason, including by acts of negligence, in connection with the Participation and being a spectator, whether caused by Irvine Ice Foundation, Ice Management, LLC, Huntington Beach Roller Rink, LLC, Corona Roller Rink, LLC 27 Turtles, LLC, the Facility, and/or its parent, related affiliate, agent, successor and/or subsidiary companies (and/or their respective owners, officers, directors, members, employees, agents, subtenants, ground lessors, landlords and/or sublandlords) (collectively, the "Releasees"), me, My Child, another participant, any third persons or otherwise.**

2. I agree that prior to participating, or allowing My Child to participate, in any activity relating to the Participation, including, without limitation at the Facilities, I will inspect the premises and surrounding area and all equipment to be used. If through my inspection I determine that anything related to the Participation is unsafe, I will immediately advise an official of the applicable Facility and Teams (as and if applicable) of the unsafe condition and will not participate, or allow My Child to participate, until the condition is corrected.

3. If I or My Child become injured or ill as a result of the Participation, I authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, emergency medical technician, dentist or hospital ("Treatment"), although I acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may provide such Treatment to me or My Child. I understand that I will be financially responsible for the cost of any such care, treatment or mediation and that the Releasees will have no obligation to pay any such costs of any Treatment and agree to reimburse the Releasees for any such costs incurred.

4. **I RELEASE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS (ON BEHALF OF MYSELF AND MY CHILD) THE RELEASEES of and from any and all claims, causes of action, suits, demands, damages, losses, liabilities, costs, expenses and any actions of any kind whatsoever (collectively, "Claims"),** known or unknown, existing now or in the future, that I, My Child, our respective heirs, executors, administrators, next of kin, assigns or any third party may now or hereafter have against the Releasees, arising in any way as a result of or in connection with the Participation and any Treatment, including, without limitation, any Injury suffered by me, My Child, our respective heirs, executors, administrators, next of kin and assigns or any other party and regardless of any fault or passive or active negligence on the part of the Releasees, myself, My Child, or any third party. I (on behalf of myself and My Child) expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

5. I grant to the Releasees a non-exclusive license to use the likeness, image, photograph and name of me and My Child for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising of the Facility, the Teams, the Anaheim Ducks, the San Diego Gulls and/or the Releasees and their respective programs in any media known and unknown or hereinafter developed without geographic or time restrictions.

6. This Agreement constitutes my entire understanding regarding the subject matter of this Agreement and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. No oral representations, statements or inducements apart from this Agreement as written have been made to me. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, such invalidity will not affect any other provision that can be given full effect without the invalid provision.

7. **BINDING ARBITRATION:** This Agreement and any dispute or Claims whatsoever between me (or My Child) and the Facilities, Teams and Releasees, including, without limitation, my or My Child's Participation and any Injury or Treatment, shall be governed by and construed in accordance with the internal laws of the State of California exclusive of conflict or choice of the law rules and, subject to the following provision related to arbitration of disputes, the parties consent to the exclusive jurisdiction of the Superior Court of the State of California for the County of Orange. Any dispute or Claims between me (and/or My Child, as applicable) and the Facilities, Teams and Releasees, including without limitation, arising out of or relating to this Agreement, my or My Child's Participation, any Injury, any Treatment and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration proceedings and award shall be confidential, except as otherwise required by court order or as necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, advisors and family members. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude a party from seeking provisional remedies in aid of arbitration from the Superior Court of the State of California for the County of Orange. Each party shall bear its own costs and fees of arbitration.

8. I have carefully read this Agreement, and I know and understand what it means, including that it is a complete waiver and release of liability and promise on behalf of myself and My Child to indemnify and not to sue or make a claim and a waiver of a jury trial. My signature below is my own free and voluntary act and I intend this Agreement to be legally binding on me. I certify that I am at least 18 years old.

9. I represent, if this waiver is for My Child, that I am a parent and natural guardian of My Child and that I am, in fact, acting in such capacity and agree to save and hold harmless and indemnify the Releasees from all claims, suits, demands, damages, losses, liabilities, costs, expenses, and any actions whatsoever, whether known or unknown, which may be made against the Releasees because of any defect in or lack of such capacity to so act and hereby release the Releasees on behalf of My Child and his/her parent(s) or other legal guardian(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Print Name: \_\_\_\_\_ Phone #:(\_\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_

MY CHILD:

Name of Child: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Child's Date of Birth: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Print Parent/Guardian's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: (\_\_\_\_\_)\_\_\_\_\_