

PARTICIPATION TRAINING AGREEMENT
INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

I, desire to train with Motor City Hockey (the "Organization"), including travel to and from, and participation in, practices and training sessions at Lakeland Ice Arena, Fraser Hockeyland, Detroit Skating Club, Livonia Perani's Hockey World & Lincoln Park Ice Arena (the "Facility"). In consideration of being permitted to train with Motor City Hockey, I hereby acknowledge and agree as follows:

1. I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my participation in the training (including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death). I am in good physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in the training. I have medical insurance coverage appropriate for my participation in the training and have provided evidence of such insurance coverage and emergency contact information to the Organization. The Organization shall not provide any insurance for me in connection with my participation in the training.
2. I fully and forever RELEASE, WAIVE AND DISCHARGE and COVENANT NOT TO SUE, the Organization (including, but not limited to, its agents, designees, employees and representatives), from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my participation in the training from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the Organization or others.
3. I shall INDEMNIFY AND HOLD HARMLESS the Organization (including, but not limited to, its agents, designees, employees and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act of omissions of the Organization or others.
4. I shall fully comply with all applicable laws, Organization or facility policies and rules and regulations while participating in the training or while on premises for the purpose of training. If my participation in the training is at any time deemed detrimental to the training or any other participants, as determined by the Organization in its sole discretion, I understand that (i) I may be expelled from the training without the Organization incurring any liability, (ii) I may incur liability to the Organization under this Agreement, and (iii) I may be subject to further disciplinary action by the Organization or the facility.
5. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations, with respect to the subject matter hereof. This Agreement (i) may not be amended or modified, by course of conduct or otherwise, and (ii) may not be assigned or transferred, in whole or in part, except in writing duly executed by me and the University. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
6. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family members, estate, heirs and legal representatives, (iii) intend that this Agreement inure to the benefit of the Organization, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of _____

Print Player Name / Parent Name / Parent Signature

**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

(MOTOR CITY HOCKEY COPY)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Detroit Skating Club / Fraser Hockeyland / Motor City Hockey LLC (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending the Club could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

**Signature of
Parent/Guardian**

Date

**Print Name of
Parent/Guardian**

Name of Club Participant(s)