



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

NOTICE: By signing this document you may be waiving certain legal rights, including the right to sue. If you are uncertain of your rights or obligations under this agreement, you may wish to consult an attorney.

In consideration of being allowed to participate in certain hockey, skating, events, training camps, or other programs involving physical activity ("Programs") at Children's Health StarCenters and Comerica Center (collectively, the "Facility"), the below signed individual (the "Participant"), and the Participant's parent(s), supervisor(s), or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility and/or the DSE Hockey Centers, L.P., DSE Hockey Club, L.P., Dallas Sports and Entertainment, L.P., the owner of the Facility, the Municipality in which the Facility is located, and any and all of their respective affiliates, owners, officers, directors, shareholders, employees, agents, volunteers, participants and the League (collectively, "Releasees"), arising out of the Participant's participation in the Programs and/or the use of any equipment provided by the Facility and/or Releasees ("Equipment"). The Participant and his/her parents, supervisor, and/or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **NEGLIGENCE** or **BREACH OF CONTRACT** of the Facility and/or the Releasees.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **NEGLIGENCE** or **BREACH OF CONTRACT** of the Facility and/or the Releasees. The Participant and his/her parents, supervisors and/or legal guardian(s) understand and accepts the risks of participating in the Programs and using the Equipment may be both foreseen and unforeseen and may include serious physical injury and/or death and other personal and property damages;
- 3) **TO RELEASE** the Facility and/or the Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin, associates, and/or fellow Participants) may suffer, arising out of his/her participation in the Programs and/or use of the Equipment, even those caused by the **NEGLIGENCE** or **BREACH OF CONTRACT** of the Facility and/or the Releasees; and
- 4) **TO INDEMNIFY** the Facility and the Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin, associates, and/or fellow Participants) may suffer, arising out of participation in Programs and/or use of the Equipment.
- 5) **TO PERMIT** the placement of his/her name and/or photo (and/or the name/photo of his/her minor child(ren) on the DSE Hockey Centers, L.P., and/or DSE Hockey Club, L.P.'s, website or Facility website, and on other promotional materials. The Participant waives all potential claims and liabilities against the Releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any state or federal law or regulation, if applicable.
- 6) **ARBITRATION.** In further consideration of being allowed to participate in the Programs and/or to use the Equipment at the Facility, the Participant hereby agrees to submit any dispute arising from such participation to binding arbitration pursuant to American Arbitration Association ("AAA") rules. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Dallas County, Texas, shall be governed by the Federal Rules of Evidence, and all parties agree to establish a reasonable and appropriate discovery schedule under AAA rules to expeditiously resolve this matter. Any court of competent jurisdiction may enforce the arbitration award.
- 7) **The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she has a duty to minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.**
- 8) **If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and has an obligation to immediately bring said hazard to the attention of the Facility.**
- 9) **ENTIRE AGREEMENT.** In entering into this Agreement, Participant agrees that Participant is not relying upon on any oral or written representations other than what is set forth in this Agreement. This Agreement is the complete and final record pertaining to my participating in, association with, involvement of any type in the aforementioned Programs. As such, any and all oral, written, or implied agreements in relation to Participant's participation in the Programs are inapplicable.
- 10) **SEVERABILITY.** The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 11) **BINDING EFFECT.** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Participant name: _____

Age: _____ Birthdate: _____

Phone number: _____