

# ASSUMPTION OF RISK, RELEASE, WAIVER, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

Event: Ivy Hill Elementary School

2211 N Burke Dr, Arlington Heights IL.

June 7<sup>th</sup>, 2019

Participant Name(s): (Please print name of each participant; a separate release is required for any non-minors over the age of 18):

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(collectively referred to herein as the "Participant")

Participant(s) Age(s) and dates of birth (list for each Participant):

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In consideration for participating in any way in the Event, I the undersigned, for myself, (if applicable) my minor participant child(ren), and for each of our respective "Releasers" (as defined below), agree as follows:

**Assumption of Risk:** The undersigned hereby acknowledges and agrees on behalf of myself and any other participant(s) identified above that he/she:

- (a) understands the nature of the Event;
- (b) is in good health, and in proper physical condition to be present at the Event and participate in any and all activities therein;
- (c) knowingly and voluntarily, accepts and assumes responsibility for any risks and dangers that could arise out of, or occur during, his/her presence at and participation in the Event; and
- (d) will comply with any and all on-site directions, guidelines and rules of conduct at the Event, as set forth by Releasees (as defined below) or their representatives.

**Release/Waiver/Covenant Not to Sue:** To the fullest extent permitted by law, on behalf of myself and any other participant(s) identified above, in consideration of permitting my/our participation in the Event, the undersigned, on behalf of myself, my spouse (if any), my partner, my child(ren) (if any), and each of our respective past, present, and future agents, representatives, heirs, executors, estates, administrators, trustees, successors, licensees, and assigns (collectively "Releasers"), hereby irrevocably WAIVE ANY AND ALL CLAIMS AGAINST, AND FULLY RELEASE AND HOLD HARMLESS the following persons and entities:

Wirtz Corporation, Consolidated Enterprises Inc., Chicago Blackhawks Hockey Team Inc., Blackhawks Community Ice Rink, LLC, Arthur Wirtz Family Limited Partnership, National Hockey League and its member clubs, NHL Enterprises, L.P., Chicago Blackhawks Hockey Enterprises, NHL enterprises Canada, L.P., Blackhawks Community Ice Rink LLC, Chicago Blackhawks Charities, The Chicago Blackhawks Alumni Association, Event sponsors, Event advertisers, the owners and lessees of the premises at which the Event takes place,

and each of their respective past, present, and future parents, subsidiaries, affiliates, and related entities, and each of their respective past, present and future officers, directors, employees, shareholders, members, owners, volunteers, contractors, sub-contractors, agents, representatives, insurers, licensees, successors, predecessors, and assigns (collectively, the "Releasees"), from and against any and all rights, claims, demands, losses, damages, expenses, costs (including, without limitation, attorneys' fees), and/or actions of any nature, whether known or unknown, foreseen or unforeseen, and whether arising from, without limitation, the sole negligence of any one or more of the Releasees, which any of the Releasers may have or acquire in connection with my/our participation in the Event, including, without limitation, any bodily injury, personal injury (including, without limitation, death), loss of consortium, or property damage/loss that any of the Releasers may incur in connection with participation in the Event (collectively "Claims"). On behalf of the Releasers and myself, I

further hereby irrevocably and unconditionally acquit, COVENANT AND AGREE NOT TO SUE OR INSTITUTE ANY ACTION OR CLAIM against the Releasees, or any one or more of them, for any Claims arising from the Event.

**Indemnification:** For myself and any other participant(s) identified above, to the fullest extent permitted by law, I hereby agree, on behalf of myself and the Releasers, to indemnify, defend (at Releasees' option) and hold harmless Releasees from and for any and all claims, demands, losses, damages, expenses, costs (Including, without limitation, attorneys' fees) and/or actions which may arise out of or in connection with my/our presence at the Event or participation in any activities whatsoever at the Event, including without limitation, claims or actions allegedly arising out of or in connection with any acts or omissions which are caused by the sole negligence of any Releasee.

**Permission to Use Likeness/Name:** For myself and any other participant(s) identified above (if applicable), the undersigned further grants to each of the Releasees an irrevocable, perpetual, worldwide, royalty-free right (but not the obligation) to make and exploit both visual and/or audio recordings and still images of Participant and to use my/our name, voice, likeness, and/or biographical information, in whole or in part (collectively "Likeness") in any manner, medium, device, or forum whatsoever, whether now known or hereafter devised, including, without limitation, the use of Participant's Likeness in connection with any promotional/marketing materials and/or other materials or media advertising, marketing, publicizing, and/or promoting the Event and/or any of Releasees' businesses. Participant agrees that the rights granted hereunder shall include the perpetual, worldwide right of the Releasees to edit, display, distribute, rerun, record, publish, reproduce, use, license, print, distribute and/or otherwise exploit Participant's Likeness in any manner and in any medium or forum whether now known or hereafter devised, in whole or in part, without any further notice or compensation to Participant.

**Governing Law/Severability:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the conflicts of laws principles thereof. On behalf of the Releasers, the undersigned agrees that state or federal courts located in Chicago, Illinois shall have personal jurisdiction over me/us with respect to, and shall be the exclusive forum for the resolution of, any controversy or dispute arising from or relating to this Agreement. The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** The undersigned has read this Agreement in its entirety, and has had the opportunity to ask questions about the same. The undersigned fully understands that by signing this Agreement and assuming the risks associated with participation in the Event, as well as further agreeing to release, covenant not to sue, waive liability, and indemnify the Releasees, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that he/she is signing this agreement freely and voluntarily, that this represents the entire agreement and understanding between the Releasees and the undersigned, and the undersigned is not relying on any statement or representation of fact or opinion by any of the Releasees or any third party, except as expressly set forth herein. This Agreement supersedes any other written or oral communications between the Releasees and me or the Releasees and any other participant(s) specified above regarding the subject hereof.

**Authority to Sign:** The undersigned further warrants and represents, on behalf of him or herself, and any other participant(s) identified above, that he or she has the authority to sign this Agreement as an individual or as the parent and/or legal guardian of any other minor participant(s) identified above.

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Signature of Participant

Date

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Signature of Parent/ Guardian of any and all Minor participant(s),  
as identified above (if Participant is under the age of 18)

Date