

**KRAKEN COMMUNITY ICEPLEX  
WAIVER AND RELEASE AGREEMENT**

In consideration for the opportunity to attend, volunteer and/or participate in the activities offered, provided by and/or taking place at the Kraken Community Iceplex ("KCI") in Seattle, WA (the "Activities"), the participant, or the participant's parent or legal guardian if the participant is under the age of eighteen (18) years or otherwise lacks legal capacity (collectively, the "Participant" "you" and "your"), certifies, warrants, and represents to SEATTLE ICE CENTRE LLC, and each of its corporate parents, subsidiaries, affiliated entities, members, directors, officers, employees, agents, heirs and assigns (collectively "SIC"), the National Hockey League (the "NHL"), Simon Properties, any sponsors or promoters of the Activities, and all others acting with the authority of KCI (collectively, the "Releasees"), and the Participant hereby agrees to the following:

**ACTIVITIES & RISKS.** The Activities, including, but not limited to, on-ice performance, instruction, warmups, drills, games, social gatherings, clinics, spectating and any other individual or group activities and events presented by KCI, may involve full- or partial-contact sporting interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS TO PARTICIPANTS. Involvement with the Activities exposes the Participant to risks of serious bodily injury, including PERMANENT DISABILITY, PARALYSIS OR DEATH (the "Risks"). Such Risks include, but are not limited to, those related to contact and/or participation with other Participants, spectators, equipment, playing field, facility and/or fixed or flying objects; falls, mishaps, collisions and/or rough play; adverse weather conditions; flaws and defects in equipment and facilities; and negligent facility maintenance, instruction, supervision, and participation. Risks may be caused by the actions or inactions of the Participant or others, the condition of the facilities in which the Activities take place, or the NEGLIGENCE OF THE RELEASEES. Some Risks cannot be predicted or controlled, and there may be other risks and social and/or economic losses not known to the Participant and/or the Releasees and/or which are not readily foreseeable at this time.

**COVID-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious disease and can lead to severe illness and death. The exact methods of infection are unknown. KCI will institute preventative measures to reduce the spread of COVID-19 according to State of WA re-opening phases and CDC guidelines for sport facilities. However, SIC cannot guarantee Participant from becoming exposed to, contracting or spreading COVID-19 while utilizing the facility or premises. By choosing to enter the premises, Participants may be exposing themselves and their child(ren) to and/or increasing their risk of spreading COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 by engaging in the Activities, utilizing KCI and entering the premises and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand the risk of becoming exposed to or infected by COVID-19 at KCI may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, SIC employees, volunteers, restaurant diners, visitors to the store, spectators and participants and their families.

**WARRANTIES & REPRESENTATIONS.** The Participant warrants, represents and agrees that the Participant is qualified to participate in the Activities and is free of mental and/or physical condition, ailment or injury, medical or otherwise, which could, independently or combined with any other circumstance: (i) impair, prevent or prohibit the Participant from engaging in the Activities, or (ii) be affected, aggravated or worsened in any way, directly or indirectly, as a result of the Participant's involvement with the Activities. The Participant further agrees that the Participant understands the Risks associated with the Activities and will immediately discontinue any further involvement if, at any time, the Participant believes conditions to be unsafe.

**LIKENESS & PUBLICITY.** The Releasees shall have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media the Participant's name, image, voice, appearance and other identifying information provided or captured in connection with the Activities (the "Likeness") and/or on the KCI premises, and to record, broadcast and otherwise exploit the Likeness in any and all promotions, advertisements and/or public displays or announcements of any kind and in any and all media. The Releasees shall have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the "Material"). The Participant shall have no rights to such Material, and the Releasees may use, alter or modify all or part of the Material and Likeness, regardless of whether the Participant is recognizable. Participant waives all right of inspection of the Material, and all claims for damages and further compensation for the Releasees' use thereof.

**RELEASE & INDEMNIFICATION.** The Participant agrees that they understand and knowingly and freely assume the Risks associated with the Activities, whether or not expressly described herein. The Participant acknowledges that they receive material benefit from the Activities and, in consideration, agrees to fully and completely, to the fullest extent permitted by law: (i) WAIVE, RELEASE AND DISCHARGE the Releasees from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), related to or arising from the subject of this Agreement, including, but not limited to, bodily injury, personal injury, death, discrimination, property damage or the Releasees' negligence; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, the Participant's involvement with the Activities and/or breach of this Agreement.

**ENTIRE AGREEMENT.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTICIPANT AND SIC WITH REGARD TO ITS TERMS. By signing below, the Participant agrees that they: (i) understand all terms of this Agreement, (ii) have full knowledge of its content and significance, including that, through this Agreement, the Participant gives up legal rights that may otherwise be available, and (iii) sign this Agreement freely and voluntarily, without inducement or coercion. This Waiver and Release Agreement is intended to be as broad and inclusive as Washington law allows and, if any portion is held illegal, invalid or unenforceable, the balance shall continue in full legal force and effect, and such portion shall be given effect to the maximum extent possible by narrowing or limiting only that aspect found overbroad or unenforceable.

**Acknowledged, accepted and agreed:**

\_\_\_\_\_  
Participant or Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Name (Name of child, if applicable)

\_\_\_\_\_  
Contact Email and/or Phone Number

\_\_\_\_\_  
Address

**PARENTAL CONSENT & RELEASE (if applicable).** \_\_\_\_\_ (“Parent”) hereby agrees that they have executed the foregoing Agreement on behalf of the Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity. The Parent represents that they have the legal capacity and authority to act for or on behalf of the Participant, and agrees to bind the Parent, the Participant, and each of their agents, legal representatives, successors, heirs and assigns to the terms of this Agreement. The Parent hereby releases, indemnifies and holds harmless the Releasees from Claims related to or arising from the Parent’s legal capacity or authority to act for or on behalf of the Participant or the Parent’s execution of this Agreement.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Relationship to Participant