

## 4D HOCKEY WAIVER, DISCLAIMER, AND TERMS AND CONDITIONS

**BY REGISTERING WITH 4D HOCKEY TRAINING LLC FOR TRAINING BOTH ON AND OFF ICE, YOU ARE WAIVING CERTAIN LEGAL RIGHTS INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SUE.**

**ASSUMPTION OF RISK:** I am aware that playing and/or training for hockey both on and off the ice involves certain inherent risks, dangers, and hazards which can result in serious personal injury or even death. I am also aware that hockey facilities contain potential dangers to the public. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while playing and/or training for hockey both on and off the ice. I further recognize and acknowledge that the risks inherent in the sport of hockey can be greatly reduced by taking lessons, wearing the appropriate protective gear, abiding by the Skater Responsibility Code (now known as 'Your Responsibility Code'), and using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in playing and/or training for hockey both on and off the ice, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against 4D Hockey Training LLC and its owners, operators, employees, agents, and contractors (collectively, "4D Hockey") from the actions or omissions of 4D Hockey, which arise out of or relate in any way to my playing and/or training for hockey both on and off the ice.

2. **TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE** 4D Hockey from any and all liability related to any claim, loss, damage, injury, and/or expense that I may suffer, or that my next of kin (including, without limitation, my child) may suffer, as a result of my participation in the activities described in this Release and Waiver of Claims Agreement ("Agreement"), which is caused in whole or in part by the negligence, gross negligence, breach of contract, and/or other actions or omissions of 4D Hockey.

3. **INDEMNIFICATION:** I agree to indemnify, defend, and hold 4D Hockey harmless from any and all claims, loss, expense or damages caused in whole or in part by my own actions or omissions.

4. **ARBITRATION:** Any dispute relating to this Agreement or the actions or omissions of 4D Hockey, which arise out of or relate in any way to my playing and/or training for hockey both on and off the ice, that has not been resolved by good-faith negotiations will be finally settled by arbitration in accordance with the then-current rules of the American Arbitration Association by a sole arbitrator. The arbitration will be governed by the Federal Arbitration Act, 9 USC 1-16, to the exclusion of any inconsistent state laws, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The place of arbitration will be Birmingham, Michigan. The substantive law governing any dispute will be the laws of the State of Michigan. The statute of limitations of the State of Michigan applicable to the commencement of the lawsuit will apply to the commencement of an arbitration under this section.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement. To the extent that any provision of this Agreement is deemed to be void or unenforceable, the remaining provisions contained herein shall survive.