



NewEdge Hockey LLC. & NewEdge Strength Training LLC.
2700 Brighton Henrietta Town Line Rd.
Rochester, NY 14623

**NEWEDGE HOCKEY LLC. & NEWEDGE STRENGTH TRAINING LLC.
RELEASE OF LIABILITY AND WAIVER OF RIGHTS**

The party signing this waiver ("Parent/Guardian") on behalf of Parent/Guardian personally and his/her minor child ("Participant") agrees that he/she has the authority and capacity to enter into this Agreement by signing below.

The Participant desires to participate in a hockey training program and/or a strength training program (the "Program") administered by NewEdge Hockey LLC. And/or NewEdge Strength Training a Rochester, New York Company located at 2700 Brighton Henrietta Town Line Road, Rochester, NY 14623 and Holiday Twin Rinks, 3465 Broadway, Cheektowaga, NY 14227 and/or any other location (the "Company"). As lawful consideration for being permitted by the Company to participate in the Program and the intangible value that Participant will gain by participating in the Program, Parent/Guardian on behalf of Parent/Guardian personally and Participant agree to all the terms and conditions set forth in this agreement (this "Agreement").

PARENT/GUARDIAN AND PARTICIPANT ARE AWARE AND UNDERSTAND THAT THE ACTIVITIES TO BE ENGAGED IN BY PARTICIPANT DURING THE PROGRAM ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE WHICH CANNOT BE ELIMINATED REGARDLESS OF THE GREAT CARE TAKEN TO PREVENT OR MINIMIZE HARM. PARENT/GUARDIAN ON BEHALF OF PARENT/GUARDIAN PERSONALLY AND PARTICIPANT ACKNOWLEDGS THAT ANY INJURIES THAT MAY BE SUSTAINED MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE. PARENT/GUARDIAN ON BEHALF OF PARENT/GUARDIAN PERSONALLY AND PARTICIPANT FURTHER ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE PROGRAM AND THE ASSOCIATED ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH AND/OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

Parent/Guardian understands the demands of the activities associated with the Program and represents and warrants that Participant is physically fit, in good health and fully able to participate in all activities of the Program.

Parent/Guardian on behalf of Parent/Guardian personally and Participant hereby consents to Participant Receiving any medical treatment which may be deemed necessary in the event of any illness, accident, injury or medical emergency resulting from, or in connection with, Participant's presence and/or participation in the Program. Parent/Guardian understands and acknowledges that he/she is solely responsible for all costs related to such medical treatment, including any medical transportation.

Parent/Guardian, on behalf of Parent/Guardian personally, on behalf of Participant personally, Participant's next of kin and/or unborn child(ren) and their respective personal representatives and assigns, hereby expressly waives and releases the Company, its affiliates and any of their officers, directors, shareholders, employees, instructors, volunteers, sponsors, advertisers, independent contractors, agents, other participants and their successors and assigns, and, if applicable, owners and lessors of any premises used for the Program (collectively, "Releasees"), from any claim, demand, or lawsuit whatsoever, now known or hereafter known, in any jurisdiction throughout the world, including, but not limited to, those that arise from or relate to Participant's own acts, the acts of third persons, the effect of the condition of any property, equipment, or premises, or the negligence of the Company or any other Releasee, or anyone else whose conduct may be attributed to the Company. Parent/Guardian, on behalf of Parent/Guardian personally, on behalf of Participant personally, Participant's next of kin and/or unborn child(ren) and their respective personal representatives and assigns, covenants not to make or bring any such claim against the Company or any other Releasee, and forever releases and discharges the Company and all other Releasees from liability under such claims and further agrees that this waiver, release from liability, and covenant not to sue specifically includes, but is not limited to, any claims for personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property. Parent/Guardian hereby contractually agrees to defend and indemnify the Releasees from any and all claims, demands, lawsuits, or damages, including related costs and attorney fees, brought by any other person or entity for any injuries or any damage to themselves, their property, or to Participant or his/her property, arising out of Participant's participation in the Program or use of any facility by Participant and/or his/her guests, relatives or family members. This indemnification agreement specifically includes, but is not limited to, claims, demands, damages, or lawsuits brought by third parties which arise from or relate to any active or passive negligence, intentional conduct, and/or criminal conduct by Participant and/or his/her guests, relatives, or family members. Parent/Guardian on behalf of Parent/Guardian personally and Participant hereby consents to all recording, photographing and filming of Participant in connection with the Program and hereby grants the Company, without limitation, the right to use Participant's name and likeness in connection with the Program for any publicity, advertising and/or other commercial purposes without compensation or further permission.

Parent/Guardian on behalf of Parent/Guardian personally and Participant acknowledges that the Company has a zero tolerance policy with respect to uncontrollable behavior, bullying, hazing, alcohol, Tobacco, drugs and controlled substances, weapons of any kind or any other activity which Company deems illegal or not in conformance with civilized standards of conduct and agrees to abide by this zero tolerance policy for the safety of all participants, guests, and employees. In connection with the above policy,

Parent/Guardian grants Company the right to inspect any and all personal belongs of the Participant at any time on or off the Program's location. Any consequences that come as a result of violating this policy are at the sole determination of the Company and any dismissal from the Program due to a policy violation will not result in a refund.

This Agreement constitutes the sole and entire agreement of the Company and Parent/Guardian on behalf of Parent/Guardian personally and Participant with respect to the subject matter contained here in and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company, Participant and Parent/Guardian and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the state of New York.

Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in the state of New York and Parent/Guardian on behalf of Parent/Guardian personally and Participant hereby consents to the exclusive jurisdiction of such courts. Parent/Guardian on behalf of Parent/Guardian personally and Participant desires and intends that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by applicable law.

NOTICE TO THE MINOR CHILD'S PARENT/GUARDIAN

Read this form completely and carefully. You hereby represent that you are the Parent/Guardian of Participant and are authorized to execute this Agreement as the Parent/Guardian of Participant. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if the Company uses reasonable care in administering the Program, there is a chance your child may be seriously injured or killed by participating in the Program because there are certain dangers inherent in the associated activities which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right as well as the rights of your child's next of kin and/or unborn child(ren) and the rights of each of you and your child's personal representatives and assigns, to recover from the Company, its affiliates and any of their officers, directors, shareholders, employees, instructors, volunteers, sponsors, advertisers, independent contractors, agents, other participants and their successors and assigns, and, if applicable, owners and lessors of any premises used for the Program, in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the Program. You have the right to refuse to sign this form, and the Company has the right to refuse to let your child participate in the Program if you do not sign this form with understanding that no refund(s) will be administered.

Parent/Guardian acknowledges that he/she is signing this Agreement freely and voluntarily, and intends his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Name of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian

Printed Name of Participant

Signature of Participant (if applicable)