

EMPIRE SPORTS PARTICIPATION WAIVER 2016

PLAYER INFORMATION – PLEASE PRINT:

Participants Name: _____ DOB: ____/____/____ Home Phone: _____
(First) (MI) (Last)

Address: _____
(Street) (City) (State) (Zip)

Age: _____ School District: _____ Education Level: _____ Position: _____ Gender: (M / F)

Current Team: _____ Level of Play: _____ Head Coach Name: _____

(Father's Name / Guardian if applicable) (Email Address) (Work/Cell Phone No.)

(Mother's Name / Guardian if applicable) (Email Address) (Work/Cell Phone No.)

PHOTOGRAPH RELEASE FORM

Participant (and the parent(s) or legal guardian(s), of participant, (if applicable) hereby grant Empire Sports the right to use any photograph(s), video images and/or other media of their child, negative or positive, for publicity, advertising and/or other commercial purposes, without any compensation to the participant (and the parent(s) or legal guardian(s), of participant, if applicable). All negatives, slides, digital reproductions, and positives, together with all prints will constitute as Empire Sports property, solely and completely.

ZERO TOLERANCE POLICY

Empire Sports has a zero tolerance policy with respect to uncontrollable behavior, alcohol, tobacco, drugs and other controlled substances and weapons of any kind. Any participant in possession of any of these will be immediately dismissed from the program and will forfeit all monies paid.

By signing this release and by being enrolled in this program you assent to the enforcement of these policies and you hereby grant Empire Sports, the right to inspect any and all personal belonging at any time on and off premises in relation to the program

Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releasees from liability from personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include Empire Sports, its affiliate associations, local associations, member teams/programs, event hosts, other participants, coaches, officials, sponsors, advertisers, volunteers, and each of them, their officers, directors, agents, and employees.

For and in consideration of the undersigned participant's registration with Empire Sports, its affiliates, local associations and member teams/programs and being allowed to participate in Empire Sports events and member team/program activities, participant (and the parent(s) or legal guardian(s), of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in Empire Sports events, member team/program activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and the parent(s) or legal guardian(s), of participant, if applicable) may have hereby waived, released and relinquished, and participant (and the parent(s) or legal guardian(s), of participant, if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) acknowledge, understand and assume all risk relating to ice hockey and any member team/program activities, and understand that ice hockey and member team/program activities involve risk to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team/program activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers and social and economic losses not known to us or not reasonably foreseeable at this time. Participant (and the parent(s) or legal guardian(s), of participant, if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) acknowledge, understand and assume the risk, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision of instruction by releasees.

Participants (and the parent(s) or legal guardian(s), of participant, if applicable) understand the nature of ice hockey and athletic activities the participant experiences and capabilities and believe the participant to be qualified, in good health, and in proper physical condition to participate in such activity.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims of causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

Participants (and the parent(s) or legal guardian(s), of participant, if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT

Signature of Parent / Participant (if 18) / Legal Guardian: _____ Date: _____

Printed Name of Parent / participant (if 18) / Legal Guardian: _____

MEDICAL INFORMATION (This only needs to be filled out once per calendar year)

Medical Insurance Company Name: _____ Policy Effective Date ____/____/____

Insurance Company Address: _____
(Street) (City) (State) (Zip)

Insurance Company Phone Number: _____ Group # _____

Policy # _____ Policy Holder's Name: _____

Relationship to Participant: _____ Policy Holder's Phone #: _____

Policy Holder's Address (If different from above): _____
(Street) (City) (State) (Zip)

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) hereby authorize the release of any medical information, which might be needed in connection with payment for medical services.

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) request that payment under my medical insurance program be made directly to the provider on any bill for services rendered by that provider. I understand that I am financially responsible for all costs not paid by my medical insurance program.

Signature of Parent / Participant (if 18) / Legal Guardian: _____ **Date:** _____

EMERGENCY INFORMATION AND CONTACTS

Name of Personal Physician: _____ Phone _____

Physician Address _____
(Street) (City) (State) (Zip)

1 Emergency Contact Person(s) in case of Emergency: _____ Relationship _____

Address _____
(Street) (City) (State) (Zip)

Daytime Phone: _____ Evening Phone: _____ Cell Phone: _____

1 Emergency Contact Person(s) in case of Emergency: _____ Relationship _____

Address _____
(Street) (City) (State) (Zip)

Daytime Phone: _____ Evening Phone: _____ Cell Phone: _____

Participant (and the parent(s) or legal guardian(s), of participant, if applicable) hereby further consent to Empire Sports staff to obtain whatever medical treatment and/or care is deemed necessary by such staff for the health and well-being of the participant during the term of program participation, including the consent to obtain and have administered any emergency medical or surgical treatment recommended by a physician licensed to practice medicine in the state of Michigan.

In rare instances, a medical or surgical emergency requiring treatment arises in which written consent by parent(s) or guardian(s) is legally required, and the proper person cannot be located. In this event, and in order to avoid delay that might jeopardize the life or recovery of a participant, we request the following permission from parent(s) or guardian(s), with the understanding that every effort will be made to contact you in an emergency.

I hereby grant permission to authorize any member of Empire Sports or other physicians or surgeons, to give emergency anesthesia and perform medical or surgical procedure(s) on my son / daughter _____ in the event that he/she is unable to contact me when further delay might jeopardize the life or impair recovery.

Signature of Parent / Participant (if 18) / Legal Guardian: _____ **Date:** _____

HEALTH HISTORY

Please list any allergies or other pertinent medial conditions: _____

Please list any medications currently taken and medication directions: _____

