



FOUNDATIONS HOCKEY, LLC

**REGISTRATION/APPLICATION FORM**

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

**1. Application/Registration:** Application to and registration with Foundations Hockey (“FH”) is to participate in ice hockey instruction or recreational programs as set forth on, described in, and according to the terms and conditions on the FH website and in this form. Once this Application is accepted by FH, it becomes the Participant’s registration. FH may accept or decline acceptance of an application in its sole discretion. Notice of application status will be given within 24 hours after its receipt by FH. Applicant/Participant and/or its Parent/Guardian warrant that all information in this Application/Registration is true and correct as of the date submitted. If any information on this form changes at any time after its submission, Applicant/Participant/Parent/Guardian will update FH in writing as soon as possible.

**2. Method and Terms of Payment:** Payment for the selected program(s) must be made in advance (before the first session of the program begins), in full and in good funds in cash, by good check, or through the payment portal designated by FH. No exceptions are permitted. Payment of fee(s) incurred by FH for returned check are the responsibility of Participant and must be paid to FH in full in order for instruction to begin and/or to continue.

**3. Cancellation of Program; “No Show” Policy:** To the extent possible, Participant/Parent/Guardian and FH will work together to reschedule sessions cancelled for reasons beyond the control of FH, including, but not limited to: federal, state and/or municipal orders or regulations prohibiting sessions and/or instruction; cancellation of ice time at/by the rink location; damage to the rink location; mechanical breakdown; acts of God; or other failure(s) of the facilities that FH, in its sole discretion, determines would prevent the proper delivery of the program. Registration is pre-paid for all sessions of the program. The failure of Participant to participate in any session of the program does not entitle Participant to reschedule any missed session(s) nor to a refund of registration fees.

**4. WAIVER/RELEASE/ASSUMPTION OF RISK/INDEMNITY STATEMENTS** – Please read this carefully before signing.

**These agreements are binding on Participant, Participant’s parent/guardian, and their respective heirs, executors, administrators, and assigns, in favor of and for the benefit of FH, its members, owners, shareholders, operators, officers, directors, agents, employees, instructors, and coaches (“Released Parties”).**

**(a)** As a condition to acceptance to and participation in the FH program and/or instruction sessions Participant and/or Participant’s parent/guardian waive, release, and relinquish any and all liability for and cause(s) of action for any and all personal injury, property damage or wrongful death occurring to Participant before, during, after, or arising out of participation in the program and/or the instruction sessions, the sport of ice hockey, and/or activities related thereto, whenever or however they occur in connection with and for the duration of such instruction and activities, known or unknown to us, foreseeable or not, regardless of negligence by Participant or FH.



**(b)** Participant and Participant's parent/guardian acknowledge, understand fully, and assume all risks inherent in ice hockey, and that may involve bodily injury, partial or total disability, paralysis, death, and damages to Participant; and/or arising from the conditions and use of ice hockey rinks and related premises.

**(c)** Participant and Participant's parent/guardian agree to indemnify, hold harmless, and defend the Released Parties of, from, and against any and all claims, actions, causes of action, suits, judgments against the Released Parties by whomever or wherever made for personal injury, property damage, or wrongful death.

**5. Equipment/Instructional materials/Videos:** Participant and Participant's parent/guardian are responsible for the proper state of function and/or repair of Participant's equipment. FH owns all instructional materials it developed and used in instruction, and does not warrant any particular outcome from use of or reliance on them. Participant and Participant's parent/guardian acknowledge and agree that FH has the right to use any photographs or videos taken during the program sessions for instructional and/or advertising purposes without cost or charge to FH.

Participant and Participant's parent/guardian acknowledge that: (a) we have been provided with and have read this document and have not relied upon any representations oral or written other than in this document; (b) we are fully aware of the potential risks and dangers of ice hockey; and (c) we understand that the signing of this document is a condition to Participant's registration in the FH program.

**APPLICANT/PARTICIPANT:**

Name (Please Print): \_\_\_\_\_ Signature \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Position (Circle): F/D/G

Current Team \_\_\_\_\_ Date signed: \_\_\_\_\_

**PARENT OR GUARDIAN: (If Applicant/Participant is 17 years of age or younger)**

Name (Please Print): \_\_\_\_\_ Signature \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date signed: \_\_\_\_\_