



GENERAL RELEASE

In consideration of the opportunity to participate in the **Benchwarmers** at BlueCross Arena at the War Memorial on **Friday, January 26, 2024 (the "Program")**, the undersigned, on behalf of his/herself and/or as parent or legal guardian of the minor participant identified below (the "**Participant**"), hereby voluntarily agrees as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. The Participant, or if the Participant is a minor, his/her parent or legal guardian on behalf of said minor Participant, as well as such parent or legal guardian on his/her own behalf, and the Participant's personal representatives, executors, administrators, heirs, next of kin, and assigns hereby agree to release, waive, indemnify, forever discharge, covenant not to sue, and hold harmless Rochester Hockey, LLC, Hockey Western New York, LLC, Rochester Arena, LLC, Rochester Lacrosse, LLC, Pegula Sports & Entertainment, LLC, City of Rochester, and each of their respective sponsors, partners, members, leagues, affiliates, subsidiaries, directors, officers, employees, agents and independent contractors (collectively, the "**Releasees**") from and against any and all claims, causes of action, liabilities, losses, damages, suits, and demands whatsoever (whether or not resulting from, or attributable to, the negligence of any Releasee) on account of any injury to person or damage to property occurring in connection with the Program and all events and travel in connection therewith. For the sake of clarification, this release includes, but is not limited to, any and all claims, causes of action etc. that arise out of or relate in any way to exposure to COVID 19.

PARTICIPANT ASSUMES RISK. The Participant, or if the Participant is a minor, his/her parent or guardian on behalf of said minor Participant, as well as such parent or legal guardian on his/her own behalf, is aware of and understands the risks and dangers inherent in the Program, which could be serious, and agrees to assume all risk of and responsibility for personal injury, property damage, loss of property, and wrongful death of the Participant while participating in the Program and all events and travel in connection therewith (including, without limitation, any such as may arise from the improper conduct of any other participant, or the negligence of any Releasee). For the sake of clarification, this assumption of risk includes, but is not limited to, all risks related to exposure to COVID 19.

USE OF PHOTOGRAPHS; LIKENESS. The Participant further acknowledges and agrees that photographs and/or video may be taken of the Program, which photographs and/or video may include the name, image, voice and/or likeness of the Participant and others, and that the undersigned, on behalf of his/herself and any minor Participant named below, grants to Releasees the irrevocable right to take and use such photographs and/or video for promotional and other purposes without any compensation whatsoever.

CONSTRUCTION. The Participant expressly agrees that this General Release is intended to be as broad and inclusive as permitted by the laws of the State of New York and that in the event that any portion hereof is held invalid, it is agreed that the balance shall notwithstanding continue in full force and effect. Nothing herein shall be deemed to constitute an admission of any duty or liability on the part of any Releasee.

ACKNOWLEDGEMENT. THIS IS A RELEASE OF LIABILITY AND WAIVER. The Participant hereby states that he/she has carefully read this General Release, understands the contents hereof, and has signed this General Release as his/her free act with the intent and express understanding that it is and shall be binding on Participant and any minor Participant named below. The Participant represents that he/she is eighteen (18) years of age or older (and, in the case of a minor Participant, is the parent or legal guardian of such minor Participant with authority to sign this General Release).

IN WITNESS WHEREOF, the undersigned has executed this General Release on the day and year first written above.

Participant:

(Print Name of **Participant**)

(Signature of Participant – if 18 years of age or older)

Parent or Legal Guardian of Minor Participant:

(Print Name of **Minor** Participant) - **Parent/Legal Guardian Signature Below**

(Print Name of Parent or Legal Guardian)

(Signature of Parent or Legal Guardian)