



Exceed Hockey / Total Hockey Registration Form 2011-12

Name:	Birth Date:
Address:	
City, State, Zip:	
Parents Name:	Home Phone:
Email:	Work/Cell Phone:
2011-12 Level:	Team Affiliation:

Important Information

Players must turn in a completed registration and waiver form (with a parent's signature) prior to their first training session. Registration forms may be brought in on the first day of training or be mailed to:

Exceed Hockey
1820 Hanley Road
Suite 200
Hudson, WI 54016
715-377-1440

You will need the following for each training session:

- **Clean Tennis Shoes and Workout shorts and pants**
- **Helmet**
- **Hockey Stick**
- **Gloves**
- **Skates**

www.totalhockeyhudson.com

Please read and sign Waiver Form on the back side...

Medical Information

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to participate in training programs (“Programs”) at Exceed Hockey, which does business as Exceed Hockey (the “Facility”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility arising out of the Participant’s participation in the Programs and/or the use of any equipment provided by the Facility (“Equipment”). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and/or officers.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her Parents or legal guardian(s) understand that the risks of participating in the Programs and using the Equipment may be both foreseen and unforeseen and include serious physical injury and/or death;
- 3) **TO RELEASE** the Facility, its owners, affiliates, operators, employees, agents, and/or officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and/or use of the Equipment; and
- 4) **TO INDEMNIFY** the Facility, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and/or use of the Equipment.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the Western District of Wisconsin. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hudson, Wisconsin and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____