



Release, Discharge, Waiver, and Covenant Not To Sue ("Release")

DATE OF EVENT: _____

LOCATION OF EVENT ("Facility"): _____

In consideration of the undersigned participant (together with, if such participant is younger than eighteen (18) years of age as of the date of the Event (defined below), participant's Parent or Legal Guardian, referred to herein as "**Participant**") being provided the opportunity by Lightning Hockey LP ("**Lightning**") and Lightning Foundation, Inc., ("**Foundation**") to participate in the recreational and promotional activities and the related activities offered as part of the event specified above (collectively, the "**Event**") at the host Facility specified above (together with each of its surrounding parking lots, concourses, staging, and such other areas immediately adjacent thereto), Participant hereby voluntarily agrees as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself) hereby irrevocably undertakes and agrees, for himself/herself and his/her personal representatives, executors, liquidators, administrators, heirs, next of kin, successors, agents and assigns, and anyone else who might claim on Participant's behalf, to release, waive, indemnify, hold harmless and discharge the Lightning, Foundation, Lightning High School Hockey League, Inc., Tampa Bay Arena, L.P., TBSE Football, LLC, TB Sports Retail, LLC, Tampa Bay Sports and Entertainment LLC, TBSE Enterprises LLC, Tampa Bay Entertainment Properties, LLC, Strategic Property Partners, LLC, the City of Tampa, Hillsborough County, Tampa Sports Authority, and Tampa Sportservice, Inc., and any other sponsor, promoter, or advertiser of the Event, and each of their respective parents, members, managers, affiliates, subsidiaries, officers, directors, employees, volunteers, partners, owners, legal counsel, and agents (collectively, the "**Releasees**," or individually, a "**Releasee**"), from and against any and all liabilities, losses (economic and non-economic), damages, liens, actions, obligations, judgments, orders, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature whatsoever in law, equity or otherwise, whether known or unknown (collectively, the "**Liabilities**") which Participant had, now has, or hereafter may have, including any Liabilities which any minor Participant has or hereafter may acquire, either before or after he/she has reached his/her majority, by reason of any matter directly or indirectly arising out of or connected in any way with the Events, including, without limitation, those arising from, whether directly or indirectly, based upon, or relating to bodily injury or death to, or damage to or loss of property of Participant, sustained in connection with Participant's participation (as a player, entertainer, spectator, participant or otherwise) in any: event, clinic, competition, demonstration, exhibition, practice, game or activity associated with or comprising any *Lightning Made* or 'Lightning Community Hockey' event, entering upon the Facility ice surface, participation in any hockey camp 'drills', game, or promotional contest (including any '*Lightning Made*' event), participation in any 'street hockey' event (including any event played on the plaza of the Facility wherein the ground may not be perfectly even or smooth), use of any equipment supplied by any Releasee or one of its corporate partners (e.g., hockey equipment or any gear used in connection with a camp or promotional training session), interaction with any Releasee employee/coach or camp aide, interaction with any camp/game participants, walking in and around the Facility concourses, common areas, and locker rooms, or travel to or from any Event and the grant of rights hereunder (including arising out of or in connection with the Materials, as defined below). Such release, waiver, indemnification, hold harmless and discharge shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the fault or negligence of, or breach of contract or any duty of care by, any Releasee in connection with such Releasee's involvement with any Event. Without limiting the foregoing, Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself), on behalf of himself/herself, covenants and agrees to waive any claim and not to institute legal proceedings against any Releasees for any of the Liabilities that have been released and discharged herein.

ASSUMPTION OF RISK. Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself) is aware of and understands the inherent risks and dangers of the Event and the and the potential for injury that exists when participating in the Event. Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself) agrees to assume any and all such risks, including, without limitation, the risk of personal injury or death or damage to or loss of property arising from, based upon, or relating to participation in the Event that is caused in whole or in part by the negligence and/or omissions of any Releasee. Participant understands and agrees that in the event of any injury to Participant, none of the Releasees will be responsible for any decisions or expenses relating to Participant's medical treatment. **HOCKEY EQUIPMENT DONATION:** In the event that Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself) accepts any hockey equipment donation (e.g., *sticks, balls, pucks*) from Releasees, Participant (i) assumes any and all risk associated with the use of such hockey equipment, and (ii) expressly acknowledges that the Releasees disclaim any warranty (including any warranty of fitness for a particular purpose) on any such hockey equipment, and that Releasees will not be liable, under any circumstances, for any injury, damage, harm, or claim that results from the use or misuse of the donated hockey equipment (either by Participant or any other person).

RIGHT OF PUBLICITY. Participant (and if Participant is younger than 18 years old, his/her parent or legal guardian both on behalf of said minor and for himself/herself) hereby grants to Releasees and each of their designees the unrestricted, royalty-free, irrevocable, perpetual, non-exclusive, fully paid-up right and license to take photographs, make audiovisual recordings, and otherwise use the name, image and/or likeness of Participant in connection with his/her participation at or in the Event (the "**Materials**") and irrevocably consents and authorizes Releasees to use, and authorize the use of, the name, city of residence, image/likeness, photograph (still and moving), picture, voice recording, performance, and/or any other identification of Participant for any and all purposes, including, without limitation, advertising, publicity, instructional, sales relating thereto or any other purposes in connection with the Event or Releasees and their goods, services or other businesses, in any and all media now known or hereafter devised in perpetuity throughout the universe, without compensation, notice or right of prior review or approval (to the extent permitted by law). Participant agrees, for himself/herself, to release and discharge each Releasee from, to waive in respect of each Releasee, and not to institute legal proceedings against any Releasee for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim Participant may have now or in the future, whether known or unknown, in connection with any such use

NO OBLIGATION OF RELEASEES. None of the Releasees will have, or be deemed to have, any obligation to Participant hereunder or otherwise in connection with the Event, unless such obligation is expressly set forth in a writing signed by an authorized agent of the applicable Releasee.

REPRESENTATIONS. Participant acknowledges that Participant has (i) had full opportunity to ask any questions regarding the Event and the Related Activities that Participant may have, (ii) read and understands this Release, and (iii) been given an opportunity to review this Release with anyone Participant chooses, including an attorney. Participant represents that Participant (a) is in good physical condition, (b) is, to the best of Participant's knowledge, physically able to participate in the Event and any Related Activity in which Participant will be participating, and (c) is not subject to any medical condition that may pose any risk of harm or disability to Participant or to others.

MISCELLANEOUS. This Release is meant to be liberally construed to protect the Releasees to the fullest extent allowed by law. This Release shall constitute the entire understanding between Participant and the Releasees with respect to the subjects discussed in this Release. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of law principles. The state or federal courts located in Tampa, Florida shall have exclusive jurisdiction with respect to all matters and disputes relating to or arising from Participant's participation (as a player, entertainer, spectator, participant or otherwise) in any Event and/or relating to the Release, and the parties hereto irrevocably submit to such jurisdiction. If any portion of the Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE. I AM AWARE THAT THIS RELEASE INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP RIGHTS THAT MAY OTHERWISE BE AVAILABLE BY SIGNING THIS RELEASE. I HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY COERCION, INDUCEMENT, ASSURANCE OR GUARANTEE.

Name of Participant (Please Print) _____
Age _____

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES' USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES 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 ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES' HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PARENT OR LEGAL GUARDIAN

I am a parent (or legal guardian or the person having parental authority) of the minor who has signed this Release and I hereby agree, on behalf of such minor and on my own behalf, that I and such minor will be bound by all the provisions contained herein. I represent and warrant that I have legal custody of such minor, that I have the authority to enter into this Release on behalf of said minor and on my own behalf and that I have read this Release and fully understand its terms and their significance as applied to such minor and to me. I hereby agree to indemnify and hold the Releasees harmless from and against any Liabilities arising out of a breach of the foregoing representation and warranty.

Name of Parent or Legal Guardian (Please Print) Signature of Parent or Legal Guardian Date

Address (Please Print) Telephone _____

Email _____

**If signing as the Parent or Legal Guardian of more than 1 minor, please utilize a second form.*