

GENERAL RELEASE AND WAIVER OF LIABILITY

In consideration for my child being allowed to skate and engage in hockey activities on at the David M. Thaler Sports Center in Mound, MN this summer 2025 (“Balanced Athlete Summer Training Program”), the undersigned, on his or her behalf and on the behalf of the Participant(s) identified below, acknowledges and agrees to the following:

1. I represent that I am the parent or legal guardian of the Participant(s) named below and am authorized to execute this General Release and Waiver of Liability (“Release”).

2. I represent that the Participant(s) is/are registered as a member of USA hockey and played hockey during the 2024-25 season through the Mound Westonka Youth Hockey Association or Mound Westonka High School Hockey Program. I acknowledge that this Summer Skate is not an official MWA or MWHS activity but is organized by Charlie Curti.

3. I acknowledge and understand that there are known and unknown risks associated with participation in ice skating and hockey activities, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, concussion, paralysis, or death.

4. I acknowledge and understand that ice skating and hockey activities are inherently dangerous.

5. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants and volunteer coaches which I also willingly assume.

6. I agree that the Participant(s) named and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any hockey activities.

7. I agree to personally supervise the Participant at all times to ensure his/her/their safety, and to personally make sure that all protective equipment is in good order and worn at all times in the facility, including helmet, mouth guard, and mask. I will either not allow any other person, including siblings, to enter the facility as a spectator, guest, or otherwise, or I will personally be responsible for any other person attending or entering the facility as a guest or spectator and that person’s safety.

8. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify Thaler – Pond Management Company, LLC, The Balanced Athlete, LLC, all other participants and parents of other participants assisting with the organization and conducting of hockey activities, including Charlie Curti, coaches, safety coordinators, as well as their predecessors, parent, subsidiaries and affiliates, officers, and employees (“Released Parties”) from any and all injuries, liabilities or damages, as well as any costs and expenses, including legal fees. I agree on behalf of myself and the Participants to waive any claim, action, or request for damages, costs, injuries of any kind or nature against the Released Parties relating to the Balanced Athlete Summer Training Program

and hereby release the Released Parties from any and all liabilities, claims, disputes, damages, injuries, expenses, or costs relating to the aforementioned Program.

9. I represent that the Participant(s) have the physical ability to participate and am legally competent to understand and complete this Release. I hereby execute this agreement without coercion.

10. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

11. In the event of any dispute, action, or claim relating to this Release, I agree to be responsible for reimbursing the other parties, including any Released Parties, for their legal fees and expenses. I agree that in the event of any breach of this Release, including the failure to follow directions and rules, that the Participants may be banned from attendance without any refund.

12. This constitutes the entire agreement and terms for my child's participation and supersedes any other written or oral agreement or understanding.

I, _____, fully understand and agree to the above terms.

[print name of parent or guardian]

Signature of parent or guardian: _____

Participant(s) name(s): _____

Date: _____