

# Cold Fusion Summer Hockey League 2026 - Waiver

ADULT PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, MEDICAL AUTHORIZATION, AND ELECTRONIC SIGNATURE AGREEMENT

**IMPORTANT:** THIS IS A LEGAL DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS. PLEASE READ CAREFULLY.

## 1. Participant Information

Full Legal Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
Team Name: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_  
Emergency Contact Relationship: \_\_\_\_\_

## 2. Adult Certification

I \_\_\_\_\_ (*Initial*) certify that I am **18 years of age or older** and legally competent to sign this Agreement. Participation in the Cold Fusion Summer Hockey League is limited to adults only.

## 3. Released Parties

"Released Parties" means **Shane Daiek**, individually, the Cold Fusion Summer Hockey League, and any volunteers, referees, officials, scorekeepers, schedulers, assistants, contractors, sponsors, representatives, and, to the fullest extent permitted by law, the owners, operators, managers, employees, and agents of any rink, arena, locker room, parking area, or other facility used in connection with League activities.

## 4. Activities Covered

This Agreement applies to all League-related activities, including games, warm-ups, on-ice and off-ice participation, locker rooms, benches, hallways, parking areas, entry and exit areas, and travel to and from League activities.

## 5. Assumption of Risk

I understand that adult recreational ice hockey is a **dangerous contact sport** involving substantial risks of serious injury, illness, disability, property damage, and death. These risks include, without limitation, collisions with players, referees, boards, glass, doors, benches, and fixed objects; being struck by pucks, sticks, skates, or equipment; falls on or off the ice; slips and trips in locker rooms, parking areas, and common areas; cuts, fractures, concussions, dental and eye injuries, spinal injuries, paralysis, and death; negligent or dangerous play by others; facility conditions; delayed emergency response; and injuries caused by my own acts, omissions, condition, judgment, or equipment. I knowingly and voluntarily **assume all risks** of participation, whether known or unknown, inherent or non-inherent, and including risks arising from the **ordinary negligence** of the Released Parties, to the fullest extent permitted by law.

## 6. Release and Covenant Not to Sue

In consideration of being permitted to participate, I, on behalf of myself and my heirs, estate, representatives, successors, and assigns, hereby **release, waive, discharge, and agree not to sue** the Released Parties for any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses arising out of or related in any way to my participation in the League, including claims for personal injury, illness, property damage, disability, death, medical expenses, lost wages, and emotional distress, including claims based on the **ordinary negligence** of the Released Parties, to the fullest extent permitted by law.

Nothing in this Agreement is intended to release claims that cannot legally be waived, including claims based on conduct a court determines to be gross negligence, recklessness, willful misconduct, or intentional wrongdoing and I acknowledge by my signature below I am waiving my right to a trial by jury for any claims arising out of my participation in this league.

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## 7. Indemnification

I agree to **indemnify, defend, and hold harmless** the Released Parties from and against any claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to my acts or omissions, my conduct, my participation, my rule violations, or my breach of this Agreement. Any consumption of alcohol or narcotics is strictly prohibited by the rules of the host arena and any consumption of said substances are not permitted by the league host. League host is not responsible for any injury or injury to third party arising from the consumption of said substances and I agree to defend and indemnify the league host relating to claims or litigation for personal injuries or damages that may arise therefrom.

## 8. Medical Fitness and Emergency Care

I certify that I am physically and mentally fit to participate in adult recreational ice hockey, or have chosen to participate despite any condition after my own evaluation. I will not participate while ill, injured, impaired, or intoxicated. I authorize emergency medical care if needed and understand that the Released Parties are not obligated to provide such care and are not responsible for my medical expenses, which remain my sole responsibility.

## 9. Equipment and Rules

I am solely responsible for my own equipment, its condition, and wearing it properly. I agree to follow all League rules, rink rules, referee decisions, and safety instructions. I understand I may be removed or suspended for unsafe conduct, misconduct, fighting, intoxication, harassment, or other rule violations, with or without refund in the organizer's discretion.

## 10. Insurance

I understand that the League may or may not carry insurance applicable to my injuries or losses, and I am solely responsible for my own medical, accident, disability, liability, and property insurance.

## 11. Photo / Video Consent

I grant permission to Shane Daiek and the Cold Fusion Summer Hockey League to photograph, record, and use my name, image, likeness, and voice in connection with League operations, standings, statistics, news, promotional materials, website content, and social media, without compensation.

## 12. Electronic Signature

I agree that this Agreement may be presented, signed, stored, and enforced electronically. I consent to the use of an electronic signature, typed name, checkbox acknowledgment, click-through acceptance, stylus or finger signature, or similar process, and agree that such electronic signature has the same force and effect as a handwritten signature. I also agree that associated electronic records and metadata, including date, time, IP address, browser, device, and submission data, may be retained and used to establish authenticity and assent. New Jersey's UETA generally validates electronic records and signatures in such transactions.

## 13. Governing Law; Venue; Severability

This Agreement shall be governed by the laws of the **State of New Jersey**. Any dispute arising out of or relating to this Agreement or my participation in the League shall be brought exclusively in a court of competent jurisdiction in New Jersey. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

## 14. Acknowledgment

I have carefully read this Agreement, understand its contents and legal effect, understand that I am waiving substantial legal rights, and sign it freely and voluntarily.

Participant Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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