

**THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY.**

**PARTICIPANT RELEASE, DISCHARGE,  
WAIVER AND COVENANT NOT TO SUE**

All Participants, players, coaches, and referees must read, sign, and return this legal document to an authorized staff member of Coyotes Newco, LLC or Arena Newco, LLC BEFORE access is gained to the arena floor surface or any other area of Jobing.com Arena (the "Activity Center").

In consideration of

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**(full name of participant)**

(the "Participant") having been provided the opportunity to participate in an interactive or fan development activity at the Activity Center (the "Activity"), the Participant hereby voluntarily agrees as follows:

**RELEASE FROM LIABILITY AND COVENANT NOT TO SUE.** Each Participant agrees, for itself and its personal representatives, executors, administrators, heirs, next of kin and assigns, to release and discharge Coyotes Newco, LLC, Arena Newco, LLC, City of Glendale, Jobing.com, LLC, National Hockey League, the Activity Center and each sponsor and promoter of the Activity or any part thereof and each of their respective parents, subsidiaries, partnerships, stockholders, owners, governors, partners and other affiliates and each officer, director, governor, shareholder, employee, other official, representative and agent of each of the foregoing, and all of the foregoing's respective successors and assigns (collectively, the "Releasees"), from, and waive in respect of each Releasee and covenant not to sue any Releasee for, any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Participant sustained in connection with the Participant's participation in the Activity or travel to or from the Activity Center. Such release, discharge, waiver and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any Releasee in connection with such Releasee's involvement with the Activity (for example, in connection with such Releasee's training of Activity Center personnel or provision of or failure to provide protective equipment or failure to require that protective equipment be worn).

**PARTICIPANT ASSUMES RISK.** Each Participant is aware of and understands the inherent risks and dangers of the Activity and the potential for injury that exists when participating in this Activity, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property of, the Participant arising from, based upon or relating to the Participant's participation in the Activity. Such assumption of risk includes, but is not limited to, any personal injury or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill of any Participant, the improper conduct of any Participant and the acts or omissions of any referee, coach or supervisor, and any personal injury or death, or damage to or loss of property, caused in whole or in part by the negligence of any Releasee. Each Participant understands and agrees that, in the event of any injury to Participant, none of the Releasees will be responsible for any decisions relating to medical treatment for Participant or for such treatment itself.

**RIGHT OF PUBLICITY.** Participation in the Activity shall constitute permission to use the name, likeness or any other identification of the Participant for advertising, publicity, instructional or any other purposes in connection with the Activity or the business of any of the Releasees, in any medium, at any time and from time to time, without compensation to or right of prior review or approval by the Participant. Each Participant agrees, for itself and its personal representatives, executors, administrators, heirs, next of kin and assigns, to release and discharge each Releasee from, to waive in respect of each Releasee, and not to sue 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, in connection with any such use.

**NO OBLIGATION OF RELEASEES.** None of the Releasees shall have, or be deemed to have, any obligation to the Participant hereunder or otherwise in connection with the Activity, including, but not limited to, with respect to the continued provision of equipment and continuation of the Activity at the Activity Center or otherwise.

**MISCELLANEOUS.** This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to the conflict of law provisions thereof. If any portion of this Release, Discharge, Waiver and Covenant Not To Sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

**REPRESENTATIONS.** Each Participant states that the Participant is in good physical condition, is physically fit to participate in the Activity and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

**Name of Participant:** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_

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

**Address & Phone No. of Participant:** \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Coyotes/Arena contact person:** \_\_\_\_\_

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

**Event:** \_\_\_\_\_