

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

THIS REGISTRATION MUST ONLY BE COMPLETED BY AN ADULT WHO IS 18 YEARS OF AGE OR OLDER AND WHO IS EITHER THE PARTICIPANT OR THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT(S) LISTED IN THIS WAIVER

“Event” : Hockey 101 PE Takeover at

“Venue/Location” : Lowery Elementary

Event Date : Oct. 24th, 2025

In consideration of being permitted to attend/participate in activities during and/or ancillary to the Event, the undersigned for themselves as an attendee/participant, and/or on behalf of their child(ren) or ward(s) as attendee(s)/participant(s), as applicable (the “**Undersigned**”), hereby forever releases, discharges, and covenants not to sue, the Venue/Location, Kroenke Sports & Entertainment, LLC, Altitude Sports & Entertainment, LLC, Colorado Avalanche, LLC d/b/a the Colorado Avalanche (the “**Avalanche**”), the National Hockey League and the NHL member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the National Hockey League Players’ Association (including current and former players), KS LAX, LLC d/b/a the Colorado Mammoth, the National Lacrosse League, KSE Soccer, Inc. d/b/a the Colorado Rapids, Major League Soccer, The Denver Nuggets, LP d/b/a the Denver Nuggets, the National Basketball Association and its member teams, NBA Properties, Inc., and each of their respective parent companies, subsidiaries and affiliated companies, and all of the foregoing entities’ respective employees, governors, alternate governors, agents, partners, shareholders, directors, owners, members, representatives, officers, attorneys, vendors, sponsors, affiliates, players, licensees, designees and assigns (collectively, the “**Released Parties**”) from any and all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or law (herein, the “**Released Claims**”), which the Undersigned or their child(ren)/ward(s) may now have, or may or shall hereafter have against the Released Parties, whether known or unknown, suspected or unsuspected asserted or not asserted, including without limitation, claims arising out of or in connection with death, personal injury, sickness (including without limitation illness and other risks of exposure to COVID-19 and variations of the same, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), disability, suffering of short-term or long-term health effects, or loss of or damage to property, arising out of activities related to or participation in the Event and/or presence at or around the Venue/Location, **even if the risk and liabilities that the Undersigned is releasing by this Release arise out of the negligence or carelessness of any of the Released Parties, whether active or passive, or from any hidden, latent or obvious defects in any of the facilities or equipment used.**

The Undersigned grants full permission to the Released Parties by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and/or to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to them or anyone on their behalf, their or their child’s/ward’s, as applicable, name and likeness, voice, biographical information, image, photograph, or other likeness (collectively “**Likeness**”) and any photographs, videotapes, motion pictures, recordings, statements or other record of the Event (or any part or parts of the Event) (“**Images**”) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and represents and warrants that no further permission is required for the Released Parties to use the Likeness and/or Images as provided herein.

The Undersigned further agrees to indemnify, defend and hold harmless each of the Released Parties from any and all claims, charges, liabilities, obligations and demands (including without limitation reasonable attorneys’ fees) brought against any of the Released Parties in connection with the attendees’ attendance at and participants’ participation in the Event and any use of Likeness and/or Images, whether now existing or arising

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in the future. The Undersigned accepts all legal responsibility for each of their attendees/participants' actions and participation in relation to the Event and/or presence at or around the Venue/Location. The Undersigned understands, acknowledges and accepts that this Release is intended to be binding on the Undersigned, the Undersigned's attendee(s)/participant(s), family, estate, heirs, executors, administrators and assigns.

The Undersigned further understands, acknowledges and accepts that presence at or around the Venue/Location and/or participation in the Event involves certain inherent risks, including without limitation, serious bodily injury (including without limitation death), disability, short-term or long-term health effects, the risk of contracting bacteria, viruses and/or communicable diseases, and agrees that each attendee's attendance and each participant's participation is completely voluntarily, with full knowledge of the risks involved, and accepts such risks. The Undersigned certifies that they and their attendees/participants are in sufficient mental and physical condition to attend and participate in the Event. The Undersigned further acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that the Undersigned may be exposed to or infected by COVID-19 by attending and/or participating in the Event or being at or around the Venue/Location and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. The Undersigned understands and agrees that the Released Claims also include any claim that alleges a COVID-19 or other infection which occurred before, during, or after attendance at or participation in the Event and activities ancillary to the Event or resulted from being at or around the Venue/Location.

The Undersigned shall be bound and governed by all applicable provisions of the constitution and by-laws, rules, regulations, resolutions and agreements of the Released Parties (including those related to conduct, attire and behavior), as they may be modified or amended from time to time, and to all health and safety requirements, protocols and policies put in place by a Released Party and/or any state, local, or other governmental authority.

This Release is the complete agreement between the Undersigned and the Released Parties for this subject matter and supersedes all prior agreements or understandings, written or oral, for the same. This Release may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

The Undersigned acknowledges that they have carefully read this Release, fully understands its contents and the fact that they are giving up certain legal rights and agrees to the terms of this Release, are 18 years of age or older, and are signing this Release voluntarily and under no duress, coercion or undue influence, or threat of the same. This Release shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to the principles of conflict of laws. The Undersigned intends for and agrees that this Release should be construed broadly to provide a release, indemnification and waiver to the maximum extent allowed by law. Each of the paragraphs contained in this Release shall be enforceable independently of every other paragraph in this Release, and the invalidity or non-enforceability of any paragraph shall not invalidate any other paragraph contained in this Release.

****If a participant is under 18 years of age, this form must be signed by the participant's parent or legal guardian. If the Undersigned is someone other than participant, they hereby acknowledge and agree that, as parent/guardian with legal responsibility for the participant listed below, the Undersigned consents and agrees to the release as provided above of all the Released Parties on such participant's behalf, and for themselves, their heirs, assigns, and next of kin, they release and agree to indemnify and hold harmless each of the Released Parties from any and all liabilities incident to their and their child(ren)/ward(s)' attendance at and/or participation in the Event and presence at or around the Venue/Location, EVEN IF ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, to the fullest extent permitted by law. The Undersigned further understands, acknowledges**

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and accepts that participation in the Event involves certain inherent risks, including without limitation, serious bodily injury (including death), disability, short-term or long-term health effects, the risk of contracting bacteria, viruses and/or communicable diseases.

Parent/Legal Guardian Acknowledgment and Certification

- I certify that I am 18 years of age or older.
- I certify that I am either the participant or the parent/legal guardian of the participant(s) listed below.
- I certify that I have the right to provide the information below and that such information is accurate.

Participant Name: _____ Participant Age: _____ (if under 18)

Parent/Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____

OPTIONAL SECTION BELOW

I consent to the collection of my (or the attendees'/participants') gender, race and ethnic origin, or information revealing the same, by the Avalanche for the purpose of measuring diversity and inclusion efforts. I further understand that the Avalanche will not "sell" such sensitive data to any third party and that I have the right to withdraw my consent to this processing purpose at any time by emailing privacy@coloradoavalanche.com. You can learn more about the Avalanche's privacy practices by visiting its privacy policy here: 

- Female
- Male
- Other
- Prefer not to answer

Which of the following best describes you/your participant?

- Asian or Pacific Islander
- Black or African American
- Hispanic or Latino
- Native American or Alaskan Native
- White or Caucasian
- Multiracial or Biracial
- A race/ethnicity not listed here
- Prefer not to answer

- Check to receive amateur hockey development information from the Avalanche by e-mail.

Parent/Guardian e-mail address: _____

By checking the box and submitting your email address above you agree to the following privacy policy: 