

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

In consideration of

(full name of participant)

(the "Participant") having been provided the opportunity to participate in the NHL STREET Program (the "Program") and, in connection therewith, to use the street hockey equipment that is being provided by

(legal name of school/community center)

(the "Program Center") and **New Jersey Devils LLC** (the "Club Owner"), which is a member club of the National Hockey League (the "NHL") and owns the **New Jersey Devils** (the "Club"), the Participant and (if Participant is less than 18 years of age) his/her parent or guardian hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. Each of the Participant and his/her parent or guardian agrees, for itself and its personal representatives, executors, administrators, heirs, next of kin and assigns, to release and discharge the Club Owner, the Club, the National Hockey League (the "NHL"), the Program Center and each sponsor and promoter of the Program or any part thereof and each of their respective parents, subsidiaries, partnerships, stockholders, owners, governors, partners and other affiliated and subsidiary companies (including, but not limited to, each of the member clubs of the NHL, NHL Enterprises, L.P., NHL Enterprises Canada L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises LLC), and each officer, director, member, governor, shareholder, employee, licensor, licensee, contractor, other official, representative and agents 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") directly or indirectly arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Participant or his/her parent or guardian sustained in connection with the Participant's participation in the Program or travel to or from the Program 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 Program (for example, in connection with such Releasee's training of Program Center personnel or provision of or failure to provide protective equipment or failure to require that protective equipment be worn).

PARTICIPANT ASSUMES RISK. Each of the Participant and his/her parent or guardian is aware of and understands the inherent risks and dangers of street hockey 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 directly or indirectly arising from, based upon or relating to the Participant's participation in the Program. 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 of the Participant and his/her parent or guardian 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 Program shall constitute unrestricted permission by Participant and his/her parent or guardian, to the extent not prohibited by law, to use the name, likeness or any other identification of the Participant for advertising, publicity, instructional or any other purposes in connection with the Program or the business of any of the Releasees, in any medium, at any time and without compensation to or right of prior review or approval by the Participant or his/her parent or guardian. Each of the Participant and his/her parent or guardian 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 or his/her parent or guardian hereunder or otherwise in connection with the Program, including, but not limited to, with respect to the continued provision of equipment and continuation of the Program at the Program 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 New York, 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 of the Participant and his/her parent or guardian states that he/she understands that neither the Club Owner, the Club, the NHL, nor any of its member clubs, is the owner or operator of the Program Center. Each of the Participant and his/her parent or guardian further states that the Participant is in good physical condition, is physically fit to participate in the Program and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

Each of the Participant and his/her parent or guardian hereby warrants that they have read the above Release, Discharge, Waiver and Covenant Not To Sue prior to its execution and is fully familiar with the contents thereof. Participants under the age of eighteen (18) must have this release signed by a parent or legal guardian. This agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by the parties in writing.

PARTICIPANT (Please Print):

Name: _____ DOB: _____
Address: _____
City/Town: _____ State: _____ Zip: _____
Phone: () _____
Email*: _____

Signature: _____ Date: _____

** Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Club Owner and its affiliates for promotional or commercial reasons.*

PARENT/GUARDIAN (Please Print):

I affirm that I am the Parent or Legal Guardian of the Participant with authority to give this authorization to his/her participation in the Program and confirmation of the above agreement. I agree to indemnify the Club Owner, Program Center, the Program sponsors, and the NHL and their respective officers, directors, members, partners, stockholders, parent, affiliated entities and subsidiary companies, employees, licensors, licensees, agents, contractors, and successors and assigns from and against any liability arising out of any claim of any invalidity of this affirmation.

Name: _____ DOB: _____
Address: _____
City/Town: _____ State: _____ Zip: _____
Phone: () _____
Email*: _____

Signature: _____ Date: _____

** Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Club Owner and its affiliates for promotional or commercial reasons.*