

## **FALCONS HOCKEY PROHIBITED CONDUCT POLICY**

Falcons Hockey is committed to creating and maintaining a sport community and participation environment where all persons who participate can work and learn together in an atmosphere free from all forms of emotional, physical and sexual misconduct, including harassment, hazing and bullying. Furthermore, Falcons Hockey does not permit harassment, intimidation or bullying against its participants, employees, coaches, trainers, team staff, medical or paramedical personnel, administrators, officials or other athlete support personnel, or volunteers by anyone, including managers, supervisors, co-workers, executives, directors, officers, other persons, vendors, or third parties. Protected status covers race, color, age, religion, marital status, sex, ancestry, national origin, citizenship, veteran's status, pregnancy, disability, sexual orientation, protected activity, association with a protected person or group, and other characteristics protected by law.

Any violation of this Policy by a person may subject the person to disciplinary action.

### **Prohibited Conduct:**

#### **Harassment, Intimidation, and Bullying**

No person involved in any way with Falcons Hockey programs, including participants, employees, coaches, trainers, team staff, medical or paramedical personnel, administrators, officials or other athlete support personnel, or volunteers, shall harass, intimidate, or bully a participant or other person involved in a Falcons Hockey program on the basis of actual or perceived: race; color; national origin; sex; sexual orientation; veteran's status; pregnancy; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic or characteristic protected by federal, state, or local law. Falcons Hockey will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of participation, that unreasonably interferes with a participant's ability to participate in the program or his/her performance, or that creates an intimidating, hostile, or offensive environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above. This policy applies to behavior conducted online or distributed electronically using email, text messages or any other electronic medium, including without limitation, blogs, web postings, chats and social networking sites.

#### **Harassment**

Prohibited harassment includes repeated and/or severe conduct that (a) causes fear, humiliation or annoyance, (b) offends or degrades, (c) creates a hostile environment, or (d) reflects discriminatory bias in an attempt to establish dominance, superiority or power over an individual based on a protected characteristic as described above; or (e) any act or conduct described as harassment under federal or state law.

#### **Sexual Harassment or Misconduct**

Sexual harassment and sexual misconduct includes harassment of a sexual nature or based on sex by any employee, coach, trainer, team staff member, medical or paramedical personnel, administrator, official or other athlete support personnel, volunteer, participant, or other person involved in a Falcons Hockey program toward a participant or other person involved in a Falcons

Hockey program and is strictly prohibited by Falcons Hockey. Sexual harassment includes, but is not limited to, (a) sexual advances, requests for sexual favors, or other verbal or physical behaviors of a sexual nature; or (b) conduct which is sufficiently severe, persistent or pervasive and objectively offensive that it negatively affects a person's performance, participation, or work. Prohibited sexual misconduct includes, but is not limited to, any intentional bodily contact of a sexual nature, however slight, whether clothed or unclothed, of a person's intimate body parts with any object or body part. Falcons Hockey prohibits non-contact sexual behaviors, including exposing someone to a sexual situation, making sexual comments, sharing explicit photos, or filming/distributing sexual images.

#### Emotional Misconduct

Emotional misconduct in all forms is prohibited. Emotional misconduct is a pattern of deliberate, non-contact behavior that has the potential to cause emotional or psychological harm to another person. Non-contact behaviors include verbal acts, physical acts, or acts that deny attention or support; or any act or conduct described as emotional abuse or misconduct under federal or state law. Emotional misconduct is determined by the objective behaviors, not whether harm is intended or results from the behavior.

Emotional misconduct excludes accepted coaching methods for skill enhancement, conditioning, team building, appropriate discipline, and performance improvement.

#### Physical Misconduct

Physical misconduct in all forms is prohibited. Physical misconduct is defined as contact or non-contact conduct that results in or reasonably threatens to cause physical harm to another person; or any act or conduct described as physical abuse or misconduct under federal or state law (e.g. child abuse, child neglect, assault). Physical misconduct excludes coaching methods that are professionally accepted for skill enhancement, physical conditioning, team building, appropriate discipline, or improving athletic performance. For example, hitting and punching are well-regulated forms of contact in combat sports but have no place in hockey.

#### Bullying

Bullying in all forms is prohibited. Bullying involves repeated behaviors, physical or non-physical, aimed at causing fear, humiliation, or harm to socially exclude or isolate the target. Bullying does not include group or team behaviors that (a) are meant to establish normative team behaviors, or (b) promote team cohesion.

Forms of prohibited bullying conduct can be:

- Physical conduct such as hitting, pushing, punching, beating, biting, striking, kicking, choking, spitting or slapping; throwing objects such as sporting equipment at another person.
- Verbal conduct such as teasing, ridiculing, taunting, name-calling or intimidating or threatening to cause someone harm.
- Social conduct, including cyberbullying, such as using rumors or false statements about someone to diminish that person's reputation; using electronic communications, social media or other technology to harass, frighten, intimidate or humiliate someone; socially excluding someone and asking others to do the same.
- Conduct based on sex or gender, such as teasing, ridiculing or taunting based on gender or sexual orientation (real or implied), gender traits or behavior or teasing someone about their looks or behavior as it relates to sexual attractiveness.

Hazing in all forms is prohibited. Hazing is defined as coercing, requiring, forcing or willfully tolerating any humiliating, unwelcome or dangerous activity that serves as a condition for (a) joining a group or (b) being socially accepted by a group's members. Hazing does not include group or team activities that (a) are meant to establish normative team behaviors or (b) promote team cohesion.

#### Making a Complaint; Enforcement

Participants, employees, coaches, trainers, team staff, medical or paramedical personnel, administrators, officials or other athlete support personnel, and volunteers, are encouraged to report claims or incidences of bullying, harassment, sexual harassment, or any other prohibited conduct to Steven Dry or any other Falcons Hockey administrator. Complaints will be kept confidential to the extent possible given the need to investigate and to inform the alleged victim of misconduct of the outcome of any investigation. Any person who makes a good faith complaint will not be disciplined and/or retaliated against in any.

Complaints can be made to:

Nick Meo

636 Ridge Rd Highland Park, IL 60035

Nmeo15@gmail.com

847-815-0547

#### No Retaliation

Falcons Hockey prohibits reprisal or retaliation against a person for filing a good faith complaint of misconduct, for supporting or assisting, in good faith, another person in pursuing a complaint or in assisting in the investigation of a complaint.

## **Zero Tolerance for Unsportsmanlike Conduct**

In conjunction with the Amateur Hockey Association of Illinois (AHAI), the Falcons Hockey Association (FHA) has adopted a "Zero Tolerance Policy". This policy outlines behavior expectations for our players, parents, spectators, coaches, team officials, and administrators.

Players or coaches who openly argue with the referees, use obscene language, or make inappropriate gestures, can expect to receive an unsportsmanlike minor penalty. A game misconduct penalty will be assessed to any player/coach who persists in these actions.

Parents who use obscene language, ridicule or threaten players, coaches, officials, other spectators, will be instructed to leave the ice rink. Parents who throw objects in the spectator areas or towards the ice will be asked to leave the rink for safety reasons. Parents who are asked to leave will automatically receive a five-game suspension from the Falcons Rules and Ethics

Committee. This decision is final and cannot be appealed. Additional action may be taken by the Falcons Rules and Ethics Committee.

Any player, coach, team, or individual engaged in this behavior will be referred to the AHAI Rules and Ethics Committee and/or AHAI Suspension Committee for disciplinary action. The USA Hockey Zero Tolerance policy can be found here:

<https://www.usahockeyrulebook.com/page/show/1015130-zero-tolerance-policy> . Be advised, the Falcons Hockey Association will act swiftly on this type of behavior!

Please display appropriate behavior when attending any Falcons event. The Falcons Hockey Association will not tolerate unacceptable player/parental behavior! Players and parents are expected to display positive attitudes in the viewing stands, rink lobbies, parking lots, and locker rooms.

Thank you for your anticipated year-round cooperation in this matter!

## **USA HOCKEY CODE OF CONDUCT**

### USA Hockey Code of Conduct

1. No swearing or abusive language on the bench, in the rink, or at any team function.
2. No lashing out at any official no matter what the call is. The coaching staff will handle all matters pertaining to officiating.
3. Anyone who receives a penalty will skate directly to the penalty box.
4. Fighting will not be tolerated. Fighting will result in an appearance before the Discipline Committee.
5. There will be no drinking, smoking, chewing of tobacco or use of illegal substance at any team function.
6. I will conduct myself in a befitting manner at all facilities (ice rink, hotel, restaurant, etc.) during all team functions.
7. Any player or team official who cannot abide by these rules or violates them will be subject to further disciplinary action.

## **CONSUMPTION ABUSE POLICY**

The FHA Board of Directors believes that using mood-altering substances harms the mind, body, and spirit of athletes. This is especially true for those participants aspiring to develop their talents in the furtherance of their playing, or coaching, or officiating careers in the sport of ice hockey.

In consideration of the well-being of all participants, the FHA prohibits the use of mood-altering substances during active involvement in its programs. Upon discovery of any violations, appropriate measures will be taken to suspend the participant from the programs for a reasonable duration.

For purposes of this policy, the words mood altering substances shall include the following:

1. Intoxicating beverages, including, but not limited to, alcohol.
2. Illegal substance mood-altering drugs or chemicals.
3. Prescription or prescribed controlled substances when used in violation of a physician's orders and/or to produce the state of intoxication in the participant.

Further, a participant shall include players, coaches, referees, spectators, and all persons involved in the conduct of an ice hockey event.

## **FHA CONCUSSION INFORMATION AND ACKNOWLEDGEMENT**

All sports and free play are associated with risk for a concussion, including playing, officiating or participating in ice hockey. It is important that all participants and parents learn about concussion prevention, recognition, treatment and return to play.

A concussion is a type of traumatic brain injury-or TBI- caused by a bump or blow to the head or by a hit to the body that causes the head and brain to move quickly back and forth. Bouncing or twisting of the brain in the skull can cause chemical changes and sometimes stretching of the brain cells. A concussion disrupts the way the brain normally works. Most concussions are mild, but all concussions should be taken seriously because permanent brain damage and death can occur from another injury. A concussion may be difficult to recognize. A player can have a concussion without losing consciousness—less than 10% do. Signs and symptoms may show up right after the injury or can take hours or days to fully appear.

If a person reports one or more symptoms or demonstrates any signs of concussion after a blow to the head or body, s/he should be kept out of practice, play or training immediately and referred to a health care professional with experience in concussion management. A concussed brain needs time to heal, and returning too soon increases the risk of another concussion. Repeat concussions are usually more severe and take longer to heal. Return to play is allowed only after the individual is without symptoms, has progressed through the concussion protocol and is cleared by the health care professional.

USA Hockey provides all participants with information and educational materials about concussions, including the risk of sustaining a concussion, how to minimize these risks, concussion signs and symptoms, and USA Hockey's program for returning to play following a concussion. USA Hockey's Concussion Management Program can be found on the USA Hockey website at: <http://www.usahockey.com/safety-concussions>.

By checking the box and placing my initials in the box below, participant, and participant's parent(s) or legal guardian(s) if participant is a minor, hereby acknowledges (1) that I have had the opportunity to review information on concussions provided by USA Hockey, including the signs and symptoms of a concussion, (2) that participating in the sport of ice hockey involves the risk of sustaining a concussion and that I knowingly, freely and fully assume all such risks, (3) that any participant suspected of possibly sustaining a concussion will be removed from practice or competition (and that I will remove myself from practice or competition) and not returned to practice or competition until cleared in writing by a licensed health care provider trained in the evaluation and management of concussions, (4) the clearing licensed health care provider must be the same licensed health care provider that initially diagnosed the concussion, and (5) that I shall follow USA Hockey's Post-Concussion Return to Play Protocol prior to returning to play.

## **INJURY POLICY**

Only applies to a Player injured participating in an FHA sanctioned event (i.e. clinics, tryouts, practices, games tournaments, etc.) If injured participating in an FHA sanctioned event, a Player must miss a minimum of 30 days of the season and provide a doctors diagnosis outlining the extent of the injury and orders for abstaining from sporting activities to qualify for any pro-rated refund of the season fees. The issuance of any pro-rated refund of season fees is at the sole discretion of the FHA Executive Board. Any injury sustained outside of an FHA sanctioned event does not apply.

## **TEAM PARTICIPATION POLICY**

**\*\*Registration is not complete until all fees are paid.\*\***

Registration consents to the obligation to pay all team penalties and fees, in addition to the individual's association participation fees. All payments must be received in accordance with the FHA's Registration Payment Options. Failure to comply with the payment terms will result in the player being suspended from participation in all activities. If you require financial assistance, contact [Falconshockeyboard@gmail.com](mailto:Falconshockeyboard@gmail.com) prior to August 31, 2025.

If you apply for financial assistance there is no guarantee it will be granted. All members, even those applying for financial assistance, are required to go through the registration process and pay corresponding fees. Players must pay the non-refundable tryout and pre-season clinic fee of \$250, the Travel minimum of \$1150 or House minimum of \$450. This is a combined total of \$1400.00 for Travel and \$450.00 for House (plus processing).

The FHA cannot guarantee that there will be sufficient participants for a team at any level, or that there will be a team or a league. The FHA does not guarantee that there will be ice; however, every attempt will be made to accommodate all teams at all levels in this regard.

The fees paid are for the chance to participate, if other factors coincide to permit practices to be held and games to be played. If it becomes necessary for the FHA to terminate any team for any reason or to forego any contemplated activity, the FHA is not liable for the return of any money.

Any Travel Player who elects to withdraw from their Travel Team after the respective coach has made his selections will not be eligible to participate in the Travel Hockey Program during the 2026-2027 AND 2027-2028 seasons. Any player who withdraws from the Travel Hockey Program after they have been selected to a team will forfeit \$250 Clinic/Tryout Fee in addition to 100% of the minimum \$1150 Travel minimum (for a total of \$1,400.00).

For both Travel and House teams, if a slush fee is collected by the team manager or head coach payment of this slush fee is mandatory. Failure to pay the slush fee in the time period defined by the team manager or head coach will result in the immediate suspension in any and all team activities of the parent(s) and player. All will be immediately reinstated upon full payment of the slush fee.

## **FALCONS PAYMENT POLICIES**

It is vitally important to our Volunteer Board that parents accept responsibility to pay their child's season fees in a timely fashion. Therefore, the FHA have adopted a strict payment policy that covers its members. For financial assistance inquiries, please contact [falconshockeyboard@gmail.com](mailto:falconshockeyboard@gmail.com). Submitting a financial assistance application does not guarantee approval. All members, even those applying for financial assistance, are required to go through the registration process and pay corresponding fees. Players must pay the non-refundable tryout and pre-season clinic fee of \$250, the Travel minimum of \$1150 or House minimum of \$450.

**TRAVEL PROGRAM:** The Registration Fee must be paid BEFORE a player can be considered for a Falcon Travel team. If a player has not paid the required Registration and non-refundable clinic/tryout fees prior to the start of Clinics/Try-Outs, they will NOT be allowed to participate in Clinics/Try-Outs.

The four remaining Travel payments that are due on October 1, November 1, December 1 and January 1, MUST be paid by the end of the corresponding month. Any player, who has not complied with this payment timetable, will not be allowed to participate in any games until the payment is made.

Parents/Guardians are responsible for keeping credit card information up to date for future charges following the initial registration. If you are issued a new credit card after the initial registration and have chosen the payment plan option, you are required to contact the Falcons Treasurer with any changes. Or update your credit card information within the registration system.

**HOUSE PROGRAM:** The Registration Fee for House League must be paid BEFORE a player can be placed on a House League team. Any player, who has not paid the required Registration Fee for the House League, will NOT receive a House League team assignment and jersey, until the payment is made.

The four remaining Travel payments that are due on October 1, November 1, December 1 and January 1, MUST be paid by the end of the corresponding month. Any player, who has not complied with this payment timetable, will not be allowed to participate in any games until the payment is made.



## **FALCONS HOCKEY ASSOCIATION PLAYER RETURN POLICY**

The FHA is committed to provide youth hockey players with the best environment to enjoy and develop playing the great sport of ice hockey. The FHA works hard each year to continually improve the hockey experience for each player participating at all levels of the program. A key ingredient to the success of realizing this goal to offer a great hockey experience for each player, is a commitment from the players and their parents to the FHA.

The Player Return Policy is in effect to help players and their parents to think twice before leaving the Falcons to play for another Tier II/AA travel hockey program. The ongoing success of the FHA depends on the commitment and loyalty of its participants.

Players that strive to play at the highest competitive level are encouraged to reach their goal by advancing to at Tier I/AAA team.

If you transitioned from FHA to a competing Tier II/AA program, you will be required to attend a formal meeting with the President, Senior Vice President, VP of Hockey, and VP of Hockey Operations Hockey Director. This meeting will discuss why the family left the program and why they should be allowed to return. This would not apply to a player returning from Tier I/AAA or moving back from out of state.

If you are considering leaving the FHA, contact the VP-Travel, President, or one of our hockey directors. We welcome the opportunity to discuss your issues and concerns with you before making the decision to leave.

## **REFUND INFORMATION**

### Travel Program

There is a non-refundable clinic/try-out fee of \$250 to cover the costs of the clinics and try-outs. All refunds will be executed by 9/23/25 for any player who withdraws from the Travel Hockey Program before the respective tryout date.

Any player who withdraws from the Travel Hockey Program after they have been selected to a team will forfeit 100% of the \$1150 Travel minimum and the \$250 clinic/try-out fee for a total of \$1400.

No refunds will be made to any travel player after 9/23/25. If a player does not make a Travel Program team, the player may apply the Travel minimum registration fee of \$1150 towards House League Fees.

### House League Program:

A \$450 Processing Fee will be charged to any player who withdraws from the House League on or before 10/14/24. No refunds will be made to any player who withdraws from the House League after 10/14/25.



# PHOTO/VIDEO CONSENT

## MEDIA CONSENT FORM AND CONSENT TO USE PHOTOGRAPH OR VIDEO/AUDIO RECORDING OF MINOR PARTICIPATING IN PROGRAM/ACTIVITY AND WAIVER AND RELEASE

Please Read Carefully Before Signing

This Is a Consent and Release of Liability and Waiver of Certain Legal Rights

### Consent to Use Photograph or Video/Audio Recording:

It is possible that your child will be photographed or included in a video/audio recording taken while participating in hockey games, practices or other programs and activities of the Falcons Hockey Association. On some occasions, your child's photograph or video/audio recording of your child's image may be used in connection with Falcons Hockey Association media publications, the promotion of the Falcons Hockey Association, and/or other purposes within the discretion of the Falcons Hockey Association.

I, without any further compensation, grant permission and consent to the Falcons Hockey Association to photograph, videotape, audiotape, or interview my child while participating in Falcons Hockey Association games, practices, programs and activities for the Fall and Spring Season and to use and to identify pictures, videotapes, and/or audio recordings of my child, by my child's full name, for use in connection with Falcons Hockey Association media publications, the promotion of Falcons Hockey Association programs/activities, and/or other purposes within the discretion of the Falcons Hockey Association. I also consent to the Falcons Hockey Association's use of my child's name, photograph or likeness, voice or creative work(s) on the Internet or on a CD or any other electronic/digital media or print media for the Fall and Spring Season.

### Waiver and Release:

I waive any right of inspection or approval of my or my child's picture, name, voice, likeness, creative work(s), and/or any material concerning my child or the uses to which such picture, name, voice, likeness, creative work(s), and/or any material concerning my child may be put. Falcons Hockey Association shall have the sole and exclusive right to copyright any such material that contains my or my child's picture, name, voice, likeness and/or any material concerning my child. I waive any rights to review, approve, alter, modify, or format the use of this content, as well as any rights to inspect or approve accompanying context, copy, caption, or description. I acknowledge that the Falcons Hockey Association is not required to use any picture or video/audio recording of my child. Additionally, I, on behalf of my minor child, and for my or my child's heirs, personal representatives or assigns, release and forever discharge the Falcons Hockey Association, their directors, agents, employees, volunteers and any of their independent contractors (collectively, "Falcons Hockey Association Parties") from any and all claims and liabilities of any kind which may arise from the use of my child's picture, name, voice, creative work(s), and/or likeness. I further acknowledge and agree that I, my child, any other parent/guardian of my child, will not receive any compensation in connection with the use of his/her picture, name, voice, creative work(s), and/or likeness by the Falcons Hockey Association.

Pictures Taken by Non-Falcons Hockey Association Parties

While the Falcons Hockey Association may limit access to its games, practices, and other programs/activities to certain persons or agencies, it may not have control over photographs and/or video/audio recordings which may be taken by other participants or volunteers/persons/agents accompanying participants and their actions to publish, share or otherwise disseminate a picture and/or video/audio recording of a named or unnamed minor participating in the program or activity, including your child.

I acknowledge that my child's picture, voice, and/or likeness may be taken by others outside of the control of the Falcons Hockey Association and I, on behalf of my minor child, and for my or my child's heirs, personal representatives or assigns, release and forever discharge the Falcons Hockey Association from any and all claims or liabilities of any kind which may result from the use, publication and/or dissemination of such likenesses outside of the Falcons Hockey Association's control.

#### Voluntary Grant of Consent and Ability to Revoke Consent

The Falcons Hockey Association asks Parents/Guardians to provide this consent voluntarily. Parents/Guardians are not in any way required to provide this consent and release as a condition to their child's participation in programs and/or activities of the Falcons Hockey Association. If consent is given by a parent/guardian, such consent may be revoked at any time. If a parent/guardian revokes consent, that revocation is not retroactive and therefore it does not apply to an action that occurred before the consent was revoked. If a parent/guardian wishes to revoke consent given herein, the parent should contact Nick Meo at [falconshockeyboard@gmail.com](mailto:falconshockeyboard@gmail.com) and provide his or her revocation of consent in writing.

## **RELEASE OF LIABILITY**

### **PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

TO: Falcons Hockey Association, their officers, directors, agents, employees, volunteers and/or representatives: ASSUMPTION OF RISK: I am aware that participating in ice hockey camps/teams/practices/clinics/activities involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I agree to accept all risks of injury to my child during the listed hockey activities. I further recognize and acknowledge that the risks inherent in the sport of ice hockey can be greatly reduced by wearing proper protective equipment and by using common sense.

I ALSO ACKNOWLEDGE AND FULLY UNDERSTAND THAT I (and/or child) CANNOT PARTICIPATE IN ANY ACTIVITIES IF I (and/or child) HAVE RECENTLY SUFFERED FROM ANY FEVER, SORE THROAT, VOMITING, DIARRHEA, OR ANY OTHER COMMUNICABLE SYMPTOMS OR HAVE BEEN EXPOSED RECENTLY TO SOMEONE WITH THESE SYMPTOMS. I FURTHER ACKNOWLEDGE THAT OTHER PARTICIPANTS IN THESE ACTIVITIES MAY BE INCUBATING DISEASES INCLUDING COVID-19, AND MAY BE CAPABLE OF SPREADING DISEASE TO OTHERS.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in these above listed hockey activities, I hereby agree to the fullest extent permitted by law, as follows:

TO WAIVE ANY CLAIMS, I have now or in the future against the Falcons Hockey Association and any related parties.

TO RELEASE the Falcons Hockey Association and any party named above from any and all liability for any loss, damage, injury or expense that my child may suffer, or that any next of kin may suffer, arising from and as a result of my child's participation in these above listed hockey activities, due to any cause whatsoever.

ARBITRATION: By participating in this hockey camp, I agree to resolve any claims against the Falcons Hockey Association or related parties through binding arbitration. These claims arise from my child's participation in the mentioned hockey activities. Such arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings. Arbitration must be initiated within one year from the date on which the alleged claim first arose. Failure to commence arbitration within this one-year period shall result in the barring of the claim. Further, the arbitration shall be held in the town where the Falcons Hockey Association is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by a court of competent jurisdiction. This Arbitration provision is in addition to and shall in no way limit the above Release and Waiver of Claims Agreement.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon by heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS AND/OR REPRESENTATIVES.