RELEASE, WAIVER AND DECLARATION FORM (the "Form") CONTEST NAME: Source For Sports® Shoot Out (2008) Contest (the "Contest")

PRIZE(S): SEE CORRESPONDING SOURCE FOR SPORTS SHOOT OUT CONTEST REDEMPTION EMAIL FOR ASSIGNED PRIZE(S) AND APPROXIMATE RETAIL VALUE THEREOF (hereinafter the "Prize")

In order to be confirmed as a Prize winner and to be awarded the Prize described above, the Entrant must duly complete and sign this form return it to the Hockey Hall of Fame, Brookfield Place, 30 Yonge Street, Toronto, Ontario, Canada, M5E 1X8 by Entrant no later than Tuesday, September 30, 2008. Facsimile transmission will also be accepted at: 416-360-1501. If the Entrant is not of the age of majority in his/her jurisdiction, the form also must be signed by his/her parent, legal guardian or authorized representative.

I declare that I willingly participated in the Contest and one or all activities related thereto (hereinafter, collectively, the "Contest"). In consideration for having participated in the Contest and accepting and using the Prize, I, ______, for myself and my heirs, estate, insurers and assigns, **HEREBY**:

- 1. declare that I have been provided with, read, understand and complied with all the contest rules governing the Contest;
- 2. confirm that I am eighteen (18) years or older (or am the parent/legal guardian of the winner as outlined above) and that neither I nor any member of my immediate family (or persons with whom they are domiciled) is an employee of the Hockey Hall of Fame, or its advertising and promotional agencies;
- 3. fully and forever release and discharge the Hockey Hall of Fame and its affiliates, subsidiaries, licensees, sponsors, directors, officers, employees, representatives, agents, insurers, assigns and successors, and all others involved in the Contest (the "Released Parties") from any and all losses, damages, injuries (including death), claims, demands, lawsuits (including negligence), expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in the Contest and my acceptance and use of the Prize;
- 4. agree not to threaten or initiate, directly or indirectly, any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, expenses or injury sustained by me or others in connection with my participation in the Contest or acceptance and use of the Prize, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, expenses or injury

that I or others may experience related to the Contest and my acceptance and use of the Prize;

- 5. agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums whatsoever (including legal fees and disbursements) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries (including death), claims, demands, lawsuits (including negligence), expenses (including legal fees and disbursements), and any other liability of any kind, sustained by me or others in connection with my/their participation in the Contest or my/their acceptance and use of the Prize. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I or others suffer;
- 6. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, loss, damage or injury that may arise in connection with my participation in the Contest and my acceptance and/or use of the Prize. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses related to any illness, accident, or injury in connection with the Contest and my acceptance and/or use of the Prize;
- 7. acknowledge that if any portion of the Form is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. The Form supersedes any oral or written statements made by or to me in connection with the Contest. I understand that I cannot terminate, cancel or revoke the Form for any reason;
- 8. give and grant perpetually to Hockey Hall of Fame and its affiliates, subsidiaries, licensees, sponsors, directors, officers, employees, representatives and agents, exclusively, the irrevocable right without limitation, to all now and hereafter existing common law, statutory and moral rights throughout the world (and regardless of whether or not such rights are now known), in and to my image, likeness, name and voice and all my services and my performance, as well as all materials created in connection with my services and my performance hereunder, including all photographs, video footage and audio clips of me produced or caused to be produced by Hockey Hall of Fame in connection with my participation in this Contest and my acceptance and use of the Prize (collectively, the "Photographs") and in and to the results and proceeds of such services and performance, including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription, tape or other recording process whether now known or hereafter developed) any and all of the Photographs or other material produced, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, edit and use the Photographs for any purpose, in any manner, by any means and in any medium, whether now known or

hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge that I shall not have or claim to have any right, title or interest in or to the Photographs or other material produced hereunder;

- 9. agree upon request to execute and deliver any further documents, including the original score card or a copy thereof signed by the entrant, and perform all further acts, as the Hockey Hall of Fame in its sole discretion, may deem necessary to give effect to this agreement;
- 10. further agree that this document is governed by the laws of the Province of Ontario, and any applicable federal laws of Canada, and operates to the benefit of the Released Parties, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I HAVE READ THIS RELEASE, WAIVER AND DECLARATION FORM CAREFULLY, FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE THAT IN SIGNING THIS DECLARATION, RELEASE AND WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

SIGNATURE OF SELECTED ENTRANT: _____

Print Name:

Date:

MAILING ADDRESS: _____

For the Contest Entrant to be awarded the Prize, this Form (including the "Corresponding Prize Redemption Email") must be duly signed and returned to the Hockey Hall of Fame with one piece of personal identification.