

**ICE SKATING RINK PARTICIPANT
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
-- READ BEFORE SIGNING --**

In consideration of being allowed to participate in any way in the skating (hockey, skating, figure skating, etc.) or other athletic program (the "Program"), related events and activities of Piney Ice, LLC (herein referred to after as the "Arena"), I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in the Program, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in the Program. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Arena, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. Should any disputes, claims or litigation arise regarding Arena or its affiliates and Participants or the undersigned, I agree that the Prevailing Party (defined below) shall be entitled to recover all of the reasonable costs, expenses, and fees including reasonable attorney fees incurred in connection with such dispute, claim or litigation as determined by a final judgment of a court. The term "**Prevailing Party**" means that party whose position in the claim, dispute or litigation is substantially upheld.
6. If any part of this agreement is determined to be void and unenforceable, the remainder shall remain in full force and effect.
7. This Agreement shall be governed by the laws of the state of Delaware.

Furthermore, I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person contact.

Arena has put in place preventative measures to reduce the spread of communicable diseases; however, we cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we've implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of

utilizing our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x

Date Signed:

Age:

AGE 18 AND OVER PARTICIPANT SIGNATURE

x

AGE 18 AND OVER PARTICIPANT NAME

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x

Date Signed:

PARENT/GUARDIAN SIGNATURE

PARENT NAME

EMERGENCY PHONES # (s)
