



**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

This Waiver/Release is between Addison Ice LLC / Elite Edge Figure Skating Academy (“Addison Ice Arena“) and (Print Name) \_\_\_\_\_.

I, either on my own behalf or my Guardian/ Parent on my behalf,

- a. understand that my use of the Addison Ice Arena premises and facilities may include foreseeable and unforeseeable risks and hazards, which may expose myself to illness, death, or other harm, including whether by accident or the negligent/ intentional misconduct of a third party.
- b. agree to assume the risk of use of the Addison Ice Arena premises and facilities and waive, to the extent permitted by law, any and all claims, damages, liabilities, and losses arising out of or related to my use of the premises and acknowledge that Addison Ice Arena shall have no liability for any injury, accident, illness, loss, death, or other damage that may occur during, related to, or arising out of my use of the premises.
- c. understand that, among such risks, are the foreseeable and unforeseeable risks related to the current severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as novel coronavirus or COVID-19 and that there is not yet a scientific consensus as to the transmissibility, prevention, or treatment for COVID-19 and acknowledge the contagious nature of COVID-19, which may expose myself to exposure or infection, and may lead to my illness, injury, death or other harm.
- d. freely and voluntarily enter Addison Ice Arena’s premises and facilities notwithstanding the risks related to COVID-19 and understand that this Waiver includes and covers any claims based on COVID-19 infection or exposure, whether occurring before, during, or after use of Addison Ice Arena’s premises and facilities.
- e. represent and warrant that I am not currently infected with COVID-19 and I will not enter into or use the Addison Ice Arena’s premises or facilities with any illness, or otherwise display symptoms of, COVID-19 unless/until cleared by my healthcare provider.
- f. understand that Addison Ice Arena is not an insurer of my or any other party’s behavior, actions, or participation, or the occupancy, use, operation, or other conduct in any way associated with the premises.
- g. waive, release, discharge, indemnify, and hold harmless Addison Ice Arena and its agents, affiliates, servants, employees, related entities, predecessors, successors, and/or assigns, from any and all past, present, and future claims, damages, liabilities, and losses of every kind and nature brought by, relating to, and/or arising from the use of the Addison Ice Arena premises and facilities regardless of Addison Ice Arena’s fault. In the event of any action triggering the obligations under this Paragraph, Addison Ice Arena shall have the sole right to select counsel for its defense.

THIS WAIVER SHALL BE GOVERNED BY ILLINOIS LAW AND ANY ACTION SHALL BE BROUGHT IN DUPAGE COUNTY, ILLINOIS. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND REASONABLE ATTORNEYS’ FEES INCURRED. NO PRESUMPTION AGAINST ONE PARTY SHALL BE IMPOSED BECAUSE THE FINAL DRAFT WAS PREPARED BY ONE PARTY OR THE OTHER.

**I, ON MY OWN BEHALF OR MY GUARDIAN/ PARENT ON MY BEHALF, AGREE THAT I HAVE HAD ADEQUATE OPPORTUNITY TO REVIEW THIS WAIVER AND HAVE CAREFULLY READ THE TERMS OF THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I, ON MY OWN BEHALF OR MY GUARDIAN/ PARENT ON MY BEHALF, ACKNOWLEDGE AND AFFIRM THAT THIS WAIVER IS FREELY AND VOLUNTARILY GIVEN WITH THE UNDERSTANDING THAT THE RIGHT TO LEGAL RECOURSE AGAINST ADDISON ICE ARENA, IF ANY, IS KNOWINGLY GIVEN UP IN EXCHANGE FOR THE USE OF ADDISON ICE ARENA’S FACILITES AND THAT BY SIGNING THIS WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY AGENTS, ASSIGNEES, HEIRS, AND PERSONAL REPRESENTATIVES MAY HAVE AGAINST ADDISON ICE ARENA.**

**Releasor: (if over 18 years old)**

**Parent or Guardian (if under the age of 18)**

Date of Birth: \_\_\_\_\_  
(Releasor)

**I represent and warrant that I am the Guardian/ Parent of the Releasor and may enter into this Waiver/ Release.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_