

APPENDIX B

WAIVER AND ASSUMPTION OF RISK

I, _____ of _Auburn Hockey Club___, hereby fully waive and release the City of Auburn, having its principal place of business at Memorial City Hall, 24 South Street, Auburn, New York (the “Releasee”), from any and all claims for personal injury, property damage, or death that may result from my participation in the following physical activities:

Any and all activities (the “Activities”) in connection with use of Casey Park Ice Rink or Casey Park Facilities.

I hereby voluntarily, at my own risk, sign this Waiver and Assumption of Risk in sole consideration of being permitted to participate in the Activities. By signing this Waiver and Assumption of Risk, I fully assume the dangers and risks, and agree to use my best judgment while engaging in the Activities.

I hereby affirm that I have not been diagnosed with, demonstrated any symptoms of or have, in any way been exposed to any communicable diseases (including, without limitation, the virus commonly known as coronavirus, which can cause COVID-19) within the past thirty (30) days;

I hereby acknowledge that I am aware that by entering the premises and participating in the Activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including, but not limited to the virus “severe acute respiratory syndrome coronavirus 2 (SARS CoV-2)”, “COVID-19” and/or any mutation of variation thereof.

I hereby acknowledge and understand that there are dangers and risks associated with the Activities described herein, which have been fully explained to me. I hereby agree to abide by all safety, rules, instructions, policies and procedures imposed by the City of Auburn relating to the Activities. I further hereby agree to abide by any and all restrictions and regulations imposed the State of New York, County of Cayuga, the New York State Department of Health and the Cayuga County Health Department.

I hereby voluntarily agree to RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE, on behalf of myself or on behalf of others with whom I interact, the City of Auburn, its employees, agents, officers, or representatives (the “Releasees”) from and against any and all liability to the undersigned, their personal representative, assigns, heirs, and/or next of kin, for any and all loss or damage, and any claim or demands therefor, incurred as a result of or in any manner related to my participation in the Activities, whether caused by the negligence or the Releasees or otherwise. I hereby agree to Indemnify and save and hold harmless the Releasees

and each of them from any loss, liability, damage or cost they may incur arising out of or related to my illness or death, weather caused by the negligence of the Releasees or otherwise.

I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Risk on behalf of myself and any minor that I am a parent or guardian of who may accompany me. I hereby certify that I am executing this document by my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself and those I am signing on behalf of, as well as, any executors, heirs, and administrators or assigns to the fullest extent. I have read and understood the foregoing, and acknowledge my consent to the terms of this Waiver.

Season Dates: _____11/15/2020-3/15/2021_____

Name: _____

Address _____

Telephone () _____

Parent/Guardian (if participant is under the age of 18)

Witness: _____