

SKATERS CODE OF CONDUCT AND ASSUMPTION OF RISK

SKATERS AND SPECTATORS UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING:

- Maintain reasonable control of his or her speed and course at all times.
- Read and abide by all posted signs, warnings and cooperate with rink staff.
- Maintain proper skating distance to lookout to avoid other skaters, objects or conditions on the surface of the rink.
- Accept responsibility for knowing the range of his or her ability while on skates and skate within those limits.
- Refrain from skating while under the influence of drugs, alcohol or other controlled substance.
- Leave the ice surface when ice resurfacing or maintenance is taking place.
- Refrain from taking food or drink onto the rink surface or the surrounding dasher boards or cap-rail.
- Refrain from acting in a manner that may cause or contribute to the injury of themselves or any other persons.
- Refrain from throwing or leaving objects on the rink surface.
- Refrain from instigating or becoming involved in any type of altercations with any other skater or spectator and shall not engage in abusive, abrasive or disorderly conduct.
- Assumption of Risk: By engaging in skating, skaters and spectators are deemed to have knowledge of, and assume the inherent risks of skating which include but are not limited to the following:
 - Injuries that result from collisions or contact with other skaters or other individuals who are on the skating surface.
 - Injuries that result from falls.
 - Injuries that involve objects or artificial structures that are within intended path of travel of the skater.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

In consideration of being permitted to participate in any way in the Eustis on Ice Skating Rink I, for myself, my personal representatives, assigns, heirs and next of kin:

- 1) ACKNOWLEDGE, agree and represent that I understand the nature of Eustis on Ice Skating Rink Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- 2) FULLY UNDERSTAND that:
 - a. Ice skating activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death;
 - b. These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "RELEASEES" named below;
 - c. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the Activity.
- 3) Hereby release, discharge and covenant not to sue the City of Eustis, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the "RELEASEES", I will indemnify, save and hold harmless each of the "RELEASEES" from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Release Continued on Back

4) I hereby: authorize the use in any manner of my likenesses while participating in activities at the rink, including, but not limited to video, audio or photo, whether recorded or live, printed or broadcast, moving or still; disclaim any right to privacy related to the use of such likenesses; and waive all claims related to the use of such likenesses.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

HOUSEHOLD INFORMATION

Address: _____
(Street) (City) (State) (Zip)

Home Phone: _____

Participant 1: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 2: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 3: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 4: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 5: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 6: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

Participant 7: _____ / _____
PLEASE PRINT NAME SIGNATURE IF 18 OR OLDER DATE

MINOR RELEASE

And I, the Minor’s parent and/or legal guardian, understand the nature of the Eustis on Ice Skating Rink activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the RELEASEE’S from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the “RELEASEES” or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor or anyone on the minor’s behalf makes a claim against any of the RELEASEES named above, I will indemnify, save and hold harmless each of the RELEASEES from and litigation expenses, attorney fees, loss liability, damage or cost and may incur as the result of such claim.

Parent or Guardian: _____
PRINT SIGNATURE DATE DAYTIME PHONE