

# Agreement Release and Acknowledgement of Risk Form

This form needs only to be filled out **ONCE** after the date 10/05/2020

- Activity Start Date: \*
- Activity Time: \*
- Coach's Name / Activity: \*

- **THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU TO READ IT IN ITS ENTIRETY BEFORE SIGNING BELOW.**

This Participant/Guest/Visitor/Observer Agreement must be signed by adults (18+) in order to engage in or observe the skating activities ("Activity") offered by Southampton Ice Rink. If the participant/guest/visitor/observer is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant/guest/visitor/observer.

- In consideration of being allowed to participate/guest/visit/observe in any way in the skating program, related events and activities of Southampton Ice Rink, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Southampton Ice Rink")

I, \* (legal guardian name) on behalf of myself and on behalf of the minor

participant/guest/visitor/observer: 1. (participant/guest/visitor/observer name) the undersigned, acknowledge, appreciate, and agree that:

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- ACTIVITIES AND RISKS

The risk of injury from the activities involved in this program is significant and entails known and unanticipated risks, including the potential for physical and/or emotional injury, permanent paralysis and death, and or damage to myself, to property, and/or to third parties. Injuries may include breaks, sprains, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered.

While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSEN-TIAL QUALITIES OF THE ACTIVITY.

#### ASSUMPTION OF RISKS

If I am an adult Participant, I hereby acknowledge and assume the risks described above and their inherency. I EXPRESSLY ASSUME INHERENT RISKS of Participant in the activities and moving about the premises of the Activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.

If I am an adult Guest/Visitor/Observer, I willingly agree to comply with the stated and customary terms and conditions for Observation of the skating program. If, however, I note any unusual significant hazard during my presence, I will remove myself from said observation and bring such to the attention of the nearest official immediately.

#### COVID-19 RISKS AND WAIVER

Furthermore, 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 and person-to-object contact.

Southampton Ice Rink 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 consistent with us ice rink association guidelines, 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.

If I am the Parent of a minor participant/guest/visitor/observer, I have discussed the activities and risks with the minor child who understands and accepts them.

#### RELEASE AND INDEMNITY

If I am an adult Participant/Guest/Visitor/Observer or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant, my heirs, assigns, personal representatives and next of kin,) HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Southampton Ice Rink, 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, suffered by me or by the child, if applicable, arising in whole or part from my (or the child's) visit to the premises of the Activity or Participation in any other offered activity, to the fullest extent permitted by law.

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- SOUTHAMPTON ICE RINK SAFETY GUIDELINES

Your understanding of our Safety Guidelines (“Guidelines”) helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access and/or participation in or on Southampton Ice Rink owned equipment will hereby be referred to, individually and collectively, as the “Activity.”

This Participation/Guest/Visitor/Observer Release document signed, is required of all adult participants seeking access to the Activity and those minor Participants/Guests/Visitors/Observers that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Release. Completion of such form is proof of your understanding of the following policies.

There is no quantifiable level of fitness required to participate in the Activity. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Activity requires varying levels of strength, stamina, and agility. If you are unsure about your ability to participate, please consult your doctor prior to your visit. The staff is not responsible for determining an appropriate level of physical fitness; however, the Staff reserves the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.

If you are pregnant, we strongly suggest that you carefully consider whether or not to participate in the Activity. The level of exertion required to participate poses a serious risk of injury to mother and child. All participants shall be dressed appropriately, including wearing no loose jewelry and tying up long hair as they otherwise pose a safety risk. Southampton Ice Rink is not responsible for loss or damage caused to personal effects.

All participants/guests/visitors/observers must act considerately and responsibly when interacting with Staff and fellow participants/guests/visitors/observers. Failure to do so is grounds for removal from the Activity. No refunds will be issued. I willingly agree to comply with the stated and customary terms and

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conditions for participants/guests/visitors/observers in the skating program. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation/guest/visit/observation and bring such to the attention of the nearest employee immediately.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation/ guests/visitors/observers in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Southampton Ice Rink on the basis of any claim from which I have released them herein. I also understand and agree that I will not participate/guest/visit/observe in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.

## • Minors' Information

- Full Name

First Name  Last Name

- Age \_\_\_\_\_

- Birth Date

Month  Day  Year

- Gender

Male  Female

- Relationship to minor

I'm certifying that all information is correct and I'm the person completing this waiver.

- \*

BY ACKNOWLEDGING AND SIGNING BELOW, I AM DELIVERING AN ELECTRONIC SIGNATURE THAT WILL HAVE THE SAME EFFECT AS AN ORIGINAL MANUAL PAPER SIGNATURE. THE ELECTRONIC SIGNATURE WILL BE EQUALLY AS BINDING AS AN ORIGINAL MANUAL PAPER SIGNATURE.

- Signature (Please print name) \*



## RELEASE OF LIABILITY

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation/ guests/visitors/observers in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Southampton Ice Rink on the basis of any claim from which I have released them herein. **I also understand and agree that I will not participate/guest/visit/observe in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.**

- 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. \*

Yes

- I am completing this Document for the following Participant(s) (CHECK ONE): \*

Myself       Myself and Minor

- Full Name \*

First Name     Last Name

- Birth Date \*

Month     Day     Year

- Age \* \_\_\_\_\_
- Cell Phone Number \* \_\_\_\_\_
- Emergency Contact Phone Number \* \_\_\_\_\_
- E-mail \* \_\_\_\_\_

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

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