

## TEXAS SKATIUM HOLD HARMLESS AGREEMENT

### CONTACT INFORMATION – THE FACILITY

Organization's Name: Texas Skatium

Contact Name: Patti Craft

Physical Address: 2020 Rowlett Rd, Garland Texas 75043

Email Address: txskatium@gmail.com

Telephone: 972-240-6455

### CONTACT INFORMATION – THE CUSTOMER

Organization's Name:

Contact Name:

Physical Address:

Email Address:

Telephone:

Intended Use of Premises:

**All organizations entering into this Hold Harmless Agreement are required to carry General Liability Insurance, inclusive of bodily injury and property and including Participant Legal Liability Coverage.**

**All facilities included within this agreement and used by “THE CUSTOMER” must be left in good repair, to the satisfaction of Texas Skatium. Any cost of damages caused by “THE CUSTOMER” or which result from action of members of the group or participants in the activity, must be paid upon receipt of billing for same by TEXAS SKATIUM. We (I), “THE CUSTOMER” agree to abide by the forementioned terms, as well as the terms and conditions.**

**ASSUMPTION OF RISK. “THE CUSTOMER” and all affiliated parties and participants of “THE CUSTOMER”, are voluntarily present at TEXAS SKATIUM (Hereinafter “The Facility”) and/or voluntarily participating in the “Intended Use”; an activity which is understood to require significant physical exertions and may involve a risk of injury or death.**

**INDEMNIFICATION: “THE CUSTOMER” agrees to defend, indemnify and hold harmless TEXAS SKATIUM and their affiliates (hereinafter collectively “The Facility”) from any and all losses, liability, damages, claims, actions or proceedings, also including viral infections, bacterial infections and other communicable diseases and illnesses, of any kind which may be initiated against The Facility by “THE CUSTOMER” and/or any third party on account of, arising out of, or in connection with any act or failure to act on “THE CUSTOMER” part and/or whether through “THE CUSTOMER” negligence, fault, carelessness or intentional act and/or whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of The Facility. The preceding includes reimbursement of all legal costs and reasonable counsel fees incurred by The Facility for defense of any such actions which may hereafter arise directly or indirectly from “THE CUSTOMERS” presence at THE FACILITY. “THE CUSTOMER” also acknowledges that all participants have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from their presence at THE FACILITY, and “THE CUSTOMER” will indemnify and hold harmless THE FACILITY for any such medical costs.**

**ARBITRATION: In further consideration of allowing me to participate in the forementioned activities, I hereby agree to submit to binding arbitration of any and all claims, which I believe I may have against the facility arising from my activities at the facility. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.**

**Arbitration** proceedings shall commence within one (1) year from the date on which any alleged claim first arose. Further, the arbitration proceedings shall be held in the town where 'THE FACILITY' is located unless otherwise mutually agreed to by all the parties. The Submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

**THE CUSTOMER** acknowledges that **THE FACILITY** its parents, subsidiaries, partners, and affiliates may use any photographs, videotapes, recordings or any other records taken while on the premises for publicity, advertising, or any other legitimate purpose, without compensation to the Participants.

I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, ASSUMPTION OF RISK of ACCIDENT AND RELEASE OF LIABILITY, THE INDEMNIFICATION AND ARBITRATION, PHOTOGRAPHIC AND VIDEO CLAUSES IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS.

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"THE CUSTOMER" (Signature)

\_\_\_\_\_  
Texas Skatium, Inc. (Signature)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

Date \_\_\_\_\_

Date \_\_\_\_\_