



**KHS Ice Arena PARTICIPATION AGREEMENT
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

NAME OF ACTIVITY	DATE	TIME	EZ FACILITY INV # (Office Use Only)
Broomball - Rebecca Roehl	03/02/2022	7:20PM-8:20PM	4043

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

ASSUMPTION OF RISK: I am aware that ice skating involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that ice skating arenas contain potential dangers to the ice skating public. **As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participation in ice skating activities. I further recognize and acknowledge that the risks inherent in the sport of ice skating can be greatly reduced by: taking lessons, abiding by the Skater Responsibility Code (now known as 'Your Responsibility Code') and using common sense.**

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in the above skating activities at the Arena, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Arena and/or the League resulting from the League's activities at the Arena which arise out of or relate to my participation in ice skating activities; the League's activities at the Arena and/or the operation, supervision, design or maintenance of the Arena.
- TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE** both the Arena and the League, including all of their respective agents, servants and employees, from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the activity described in this Agreement which is caused in whole or in part by the negligence and/or breach of contract on the part of the Arena, the League or their respective agents, servants or employees including, but not limited to, alleged acts or omissions arising out of or relating to the operation, supervision, design, or maintenance of the Arena.
- INDEMNIFICATION:** I agree to indemnify and hold the Arena/League harmless from any and all claims, loss or damages caused in whole or in part by my own negligent acts or omissions.

KHS Ice Arena has adopted policies and procedures to protect its customers, including, without limitation, social/physical distancing, use of personal protection equipment such as face masks and gloves, personal hygiene (hand washing and sanitizing), taking the body temperatures of entrants to the facilities, limiting access to the ice and to the stands, cleaning/sanitizing surfaces, and closing some areas of the ice arena. By signing below, Participant is acknowledging that: (1) he/she agrees to comply with all policies and procedures implemented by KHS Ice Arena; (2) will fully cooperate with KHS Ice Arena and actively participate in the implantation and enforcement of these policies and procedures, will follow the instructions of KHS Ice Arena's staff, and notifying KHS Ice Arena's staff if any violations are observed. KHS Ice Arena, within its soles discretion, may eject any person from the premises, and/or suspend their privilege of future use of the facilities, if he/she fails to follow the policies and procedures and/or instructions of KHS Ice Arena's staff, and will not be issued a refund.

1. Participant also represents and warrants that he/she is in good physical condition, and has no known health conditions which create an increased risk of illness to either Participant, or others who may be exposed to Participant. This includes, without limitation, having any symptoms of COVID-19 or having tested positive for having the illness within the last fourteen (14) days, or having been exposed to any person known to have either the illness or symptoms of the illness within fourteen (14) days prior to participating in the activity.

2. The foregoing also includes those pre-existing health conditions which have been identified by the government authorities as increasing the risk of serious or life-threatening complications from Covid-19, such as diabetes, and respiratory conditions, such as asthma.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement. To the extent that any provision of this Agreement is deemed to be void or unenforceable, the remaining provisions contained herein shall survive.

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PARTICIPANT NAME	PARTICIPANT SIGNATURE	PARENT GUARDIAN SIGNATURE (if under 18)	HELMET YES/NO
1.			