

## **WAIVERS AND RELEASES**

For and in consideration of my/my child's (Participant") participation in any and all activities and events of any type ("Activities"), and use of the premises and/or facilities, owned, operated and/or managed by Frozen Pond Management, LLC. ("Premises" and/or "Facilities"), and intending to be legally bound hereby, I hereby release Frozen Pond Management Company, LLC ("Frozen Pond"), its members, officers, independent contractors, affiliates, employees, representatives, agents, successors, and assigns, other participants, coaches, officials, owners and operators of Premises and Facilities and each of them, their members, directors, officers, agents and employees ("Releasees") from any and all liability for any cause of action for personal injury, property damage or wrongful death occurring to myself and/or Participant arising out of participation in Activities and/or at any Premises and/or Facilities. Accordingly, I acknowledge and agree as follows:

### **A. GENERAL WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I acknowledge, understand and assume all risks inherent in participating in Activities at Premises and/ or Facilities, and understand that Activities involve risks to Participant's person including bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom and that I have full knowledge of said risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Releasees. I further acknowledge and accept that there may be risks and dangers not known or that are not reasonably foreseeable. I agree to abide by and be bound by the rules of Frozen Pond regarding participation and use of equipment and at the Premises.

I acknowledge, understand and assume all the risks, if any, arising out of or from the conditions and use of ice rink facilities and related facilities, property, equipment and premises and acknowledges and understand that included within the scope of the waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at, on or about a Premises and/or Facilities, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees. I further agree to and hereby do, for myself, my heirs and assigns to defend, indemnify and save harmless Releasees of and from any and all claim, actions, causes of action, demands, promises, liabilities, damages, costs and expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever arising from or out of Participants use of the equipment and facilities at a Premises, including but in no way limited to claims or causes of action by whomever for Participant's personal injuries, property damage or wrongful death. It is the purpose of the Waivers and Releases to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of Releasees.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Participant's use of any equipment or facilities at the Premises which may malfunction or break, (b) any improper maintenance of any exercise equipment or facilities, (c) Releasees' negligent instruction or supervision, including personal training, strength training, refereeing and coaching, (d) Participant's slipping or tripping and falling while in, on or about the Premises, including any negligent inspection or maintenance of such Premises, and (e) Participant sustaining personal injuries as a result of the dangerous condition of Premises.

### **B. COMMUNICABLE DISEASE WAIVER AND RELEASE, INDEMNITY AGREEMENT**

The novel Coronavirus (COVID-19) has caused a worldwide pandemic. Federal, State and Local governments, agencies and departments have likewise recognized the dangers and risk to the health of individuals worldwide. Due to COVID-19's capacity to transmit from person-to-person through respiratory droplets, Federal, state and local authorities have set recommendations, guidelines, and some prohibitions in order to minimize and reduce risks associated with COVID-19 and other communicable diseases and illnesses.

I am aware of the existence of the risk to my and Participant's health as the result of Participant's participation in Activities at Facilities and/or in programs authorized and/or sponsored by Frozen Pond and I acknowledge that such participation may cause injury or illness related to, but in no way limited to Influenza, MRSA, COVID-19 and other communicable diseases and illnesses and that said risks may lead to illness, paralysis or death.

I am fully and personally responsible for my and Participant's safety and actions during participation in any and all Activities, and I recognize that Participant (and I) may be, in any event, at risk of contracting Influenza, MRSA, COVID-19 or any other communicable disease or illness. With full knowledge of the risks involved, I hereby indemnify, release, waive, and discharge Releasees from any and all liabilities, claims, promises, demands, actions, and causes of action whatsoever, damages, costs and expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me and/or Participant related to Influenza, MRSA, COVID-19 or any other communicable disease or illness as the result of, or during Participant's participating in an Activity while in, on, or around a Premises and/or Facilities or while using Facilities that may lead to unintentional exposure or harm due to Influenza, MRSA, COVID-19 or any other communicable disease or illness. I agree to indemnify, defend, and hold harmless the Releasees, from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any Releasee(s) due to injury, loss, or death from or related to Influenza, MRSA, COVID-19 or any other communicable disease or illness.

**C. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT I AM AT LEAST EIGHTEEN (18) YEARS OLD, AND FULLY COMPETENT TO GIVE MY CONSENT. I HAVE CAREFULLY READ THE FOREGOING **WAIVERS AND RELEASES**, AND FULLY UNDERSTAND THAT THEY ARE RELEASES OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENTS. I HAVE BEEN SUFFICIENTLY INFORMED OF THE RISKS INVOLVED AND GIVE MY VOLUNTARY CONSENT IN SIGNING THE WAIVERS AND RELEASES AS MY OWN FREE ACT WITH THE FULL INTENTION TO BE BOUND BY THE SAME AND FREE FROM ANY INDUCEMENT OR REPRESENTATION NOT HEREIN CONTAINED. I AM AWARE AND AGREE THAT BY EXECUTING THE WAIVERS AND RELEASES, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST RELEASEES FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THE PREMISES. I HAVE READ AND VOLUNTARILY SIGNED AND/OR ACCEPTED THE TERMS AND CONDITIONS OF THE WAIVERS AND RELEASES AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. I AGREE, FOR MYSELF AND MY SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD I OR MY HEIRS OR ASSIGNS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, I SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE RELEASEES AND/OR ANY OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH CLAIM AND/OR ACTION.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Parent or Legal Guardian

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Parent or Legal Guardian