

## WAIVER AND RELEASE OF LIABILITY

I, the undersigned, parent, or legal guardian, acknowledge the inherent risks involved with the participation in activities provided at the Nicholas Sportsplex (Mount Prospect Ice Arena, 1501 Feehanville Drive, Mount Prospect, Illinois and Nicholas Field, 430 Lakeview Court, Mount Prospect, Illinois). In consideration of being allowed to participate in all activities at the Nicholas Sportsplex, I agree to the following:

### Injury Waiver

I acknowledge and fully understand that I (and/or my child) will be knowingly and voluntarily engaging in activities that involve risk of serious injury, which may include permanent disability, even death, and severe social and economic losses that might result not only from my (and/or my child's) actions, but also from the action, inaction, or negligence of others. I further acknowledge for myself (and/or my child) that there may be risks inherent in the activity that are not known to me or not reasonably foreseeable.

### Illness Waiver

I acknowledge and fully understand that I (and/or my child) cannot participate in any activities if I (and/or my child) have recently suffered from a fever, sore throat, vomiting, diarrhea, or any other communicable symptoms or have been exposed recently to someone with these symptoms. I further acknowledge that other participants in these activities may be incubating diseases including COVID-19, or other variant, and may be capable of spreading disease to others. I, on behalf of myself (and/or my child) agree to assume all the foregoing risks and accept personal responsibility for my (and/or my child's) own damages following such injury, sickness, permanent disability, or death.

### Release of Liability

I, on behalf of myself (and/or my child), expressly release and forever waive any and all claims, actions, causes of actions, demands, rights, damages, costs, attorneys' fees, losses and expenses that I (and/or my child) may have against the Nicholas Sportsplex, Mount Prospect Ice Area, Nicholas Field, Nicholas & Associates, Inc., Grayhawk 4, LLC and all their respective agents, affiliates, associates, officers, directors, owners, and employees (collectively "Releasees") to any of the above for accident, personal injury, disability, death, property damage, or loss of any kind or nature suffered by me (and/or my child) as a result of or arising from my (and/or my child's) participation in the activity, and I hereby indemnify, defend and hold the Releasees harmless from the same. In addition, I agree to indemnify Releasees from any and all third-party claims caused in whole or part by my actions.

I have carefully read this Waiver and Release of Liability in its entirety and understand that it is a release of claims and a waiver of liability regarding my (and/or my child's) participation in my (and/or my child's) activity. I further understand that by signing below I have given up substantial rights on behalf of myself (and/or my child). I warrant, represent, and agree that I have the full power and authority to enter into this Waiver and Release of Liability. This Waiver and Release of Liability is signed voluntarily of my own free will.

Participant's Name \_\_\_\_\_ Participant's Age \_\_\_\_\_  
(please print)

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(if participant is 17 years of age or under)