

Assumption of Risk, Waiver and Release, and Indemnification Agreement

Must be agreed to by a parent or guardian before the child can participate.

In consideration of being allowed to participate in the Southern Minnesota Skating Club (the "Club") as a skating member ("Skater"), to use the facilities for the ice time, any equipment, or to participate in any class, including without limitation any "Learn to Skate" events and activities using the Learn to Skate USA's (a division of the United States Figure Skating Association) program, or any practice, or other skating event, or to consume food and/or drink at the Club's practice area or event (hereinafter referred to as an "Activity" or the "Activities"), the undersigned (I), on his or her behalf, individually, and on behalf of his/her heirs, personal representatives, administrators, agents, successors and assigns, and on the behalf of the Skater(s) (any person on whose behalf you are signing this form) listed below, acknowledges, understands, and AGREES TO ASSUME THE RISK AND RESPONSIBILITY, TO RELEASE AND TO INDEMNIFY the Releasees (defined below) on the following terms and conditions set forth in this Assumption of Risk, Waiver and Release, and Indemnification Agreement ("Agreement").

(1) **Authority.** I attest that I am the parent or legal guardian of the minor Skater participant(s) named herein below, or that I have obtained the express consent and permission from the parent or legal guardian of the Skater participant(s) to execute this Agreement on their behalf and agree to attend to and monitor the activities of all Skater participant(s) such that all activities are age and ability appropriate.

(2) **Compliance.** I agree that the Skater(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any Activity by the Club.

(3) **Assumption of Risk. I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES MAY BE DANGEROUS** and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: physical injury from falling, slipping, crashing or colliding, or harm to any Skater; and injuries or medical disorders (such as heart attacks, strokes, heart stress, head injuries, sprains, cuts, bruises, broken bones and torn muscles or ligaments) resulting from Skaters and your and your Skater(s) use of or presence at the Club practice area or events, any injury or damage that may result from negligence of Learn to Skate USA or another cause, including without limitation, all related costs, treatment, hospitalization and other care for the Skater in the event of the Skater's illness, injury or other emergency circumstance, related to or arising out of the Skater(s) and your participation in any of the Activities, subject only to any applicable insurance coverage. I ACKNOWLEDGE AND ACCEPT that Southern Minnesota Skating Club has no duty to protect me or the Skater(s) from the above risks or any other risks inherent to the Activities. I UNDERSTAND AND ACCEPT that such risks may cause INJURY and EXPRESSLY AND VOLUNTARILY ASSUME all such risks, accepting for myself and the Skater(s) for which I am responsible and FULL RESPONSIBILITY for any loss or damage I or the Skater(s) for which I am responsible may sustain thereby.

(4) **Release of Liability & Indemnification. I AGREE TO WAIVE AND RELEASE ALL CLAIMS**, including fully and forever releasing, discharging, and I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS from and against any and all liabilities, claims, demands, lawsuits, damages, and judgments, present or future, known or unknown, valid or invalid, direct or consequential, together with reasonable costs and attorneys' fees, which result directly or indirectly from damages, losses, injuries, or death to Skater(s), Skater(s)'s property, you (as a parent or guardian), other persons or property incurred during or in connection with any Activities and the conduct and management thereof, including any participation, travel or medical treatment, hospitalization, or other care rendered in connect with the Activities, whether such loss, damage, injury or death results or arises from **ANY NEGLIGENT ACT OR OMISSION** of the Releasees or from some other cause. The "Releasees" collectively include Southern Minnesota Skating Club, the United States Figure Skating Association, Learn to Skate USA, and their directors, officers, members, employees, officials, committees, volunteers, clubs, affiliates, sponsors, representatives, agents, successors and assigns, other guests and participants, and other persons or entities acting on their behalf.. I promise not to make or bring any such claim against the Releasees and **FOREVER RELEASE AND DISCHARGE** the Releasees from liability under any such claims.. **THIS RELEASE AND WAIVER**

COVERS RISKS OF DEATH, SERIOUS INJURY, AND PROPERTY LOSS ARISING FROM NEGLIGENCE OR CARELESSNESS OR GROSS NEGLIGENCE ON THE PART OF THE RELEASEES.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE, AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT

I UNDERSTAND THAT FOR AN ADDITIONAL FEE OF \$25.00, Southern Minnesota Skating Club will allow me and the Skater(s) for which I am responsible to use the facilities and to participate in the Activities without agreeing to this Release of Liability & Indemnification provision as it relates to the Southern Minnesota Skating Club. **I ACKNOWLEDGE THAT I AM AWARE OF THIS OPTION AND, BY SIGNING THIS AGREEMENT, VOLUNTARILY CHOOSE NOT TO EXERCISE IT.**

(5) **Attestation.** I certify that Skater(s) for which I am responsible and myself are physically fit and may participate in the Activities available at Club's practice facility, and have not been advised to the contrary by a qualified medical professional. I further certify that I am aware of and am solely responsible for my and the Skater(s) for which I am responsible consumption of any food or drink while at the Club facility.

(7) **Miscellaneous.** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Blue Earth County, Minnesota. Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidation of the remaining provisions thereof, which shall all remain in full force and effect.

MY AND SKATER(S) ACKNOWLEDGMENT AND SIGNATURE

Skater Name (Print): _____ Date: _____ Age: _____

Skater Name (Print): _____ Date: _____ Age: _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT/ LEGAL GUARDIAN OF THE MINOR(S) NAMED ABOVE. I DESIRE FOR MY CHILD(REN)/WARD(S) TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE MY CHILD(REN)/WARD(S) PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND MY CHILD/WARD.

Parent or Legal Guardian Name (Print): _____ Signature: _____ Date: _____ Relationship: _____