

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express assumption of risk associated with recreational activities. I, _____
(please print first name, middle name & last name)

hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as ICE SKATING, including the rental equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or manmade.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Accidents or illness occurring in remote places where there are no available medical facilities.
6. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

The undersigned, in consideration of being permitted to skate at the Artificial Ice Skating Rink, in addition to paying the admission price to do so as further consideration, I do hereby release and forever discharge ARTIFICIAL ICE EVENTS, LLC the **City of Cookeville, CityScape** and their officers, board, employees, agents, successors and assigns, jointly and severally, from any and all actions, causes of actions, claims and for upon or by reason of any damage, loss, injury, or death, which hereafter may be sustained by participating in Ice Skating on the Artificial Ice Skating Rink at the **City of Cookeville**.

This release extends and applies to and also covers and includes, all unknown, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, or local law or statute providing that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing this release, are hereby expressly waived.

I hereby acknowledge that Ice Skating on an Artificial Ice Skating Rink is a high risk endeavor that may result in falls and/or injuries, and I fully assume the risks of said endeavor and agree to fully release the **City of Cookeville, CityScape**, their employees, agents, successors and assigns, jointly and severally, from any and all negligence or injuries that may have caused any injury which I may sustain.

I hereby agree, on behalf of my heirs, executors, administrators and assigns to indemnify the **City of Cookeville, CityScape** and their officers, board and employees, jointly and severally, from any and all actions, causes of action, claims or demands for, upon or by any reason of any damage, loss or injury, which hereafter may be sustained by participating in Ice Skating on the Artificial Ice Skating Rink at the City of Cookeville.

I am over 21 years of age and have signed this agreement of my own free will.

PARTICIPANT

PARENT RELEASE AND PERMISSION AND HOLD HARMLESS AGREEMENT

I/we, _____, am the parent and legal guardian of my minor child, _____.

I/we expressly give permission for my child to participate in Ice Skating on the Artificial Ice Skating Rink at the City of Cookeville. It is specifically understood and acknowledged that Ice Skating on this Artificial Ice Skating Rink can be a dangerous activity that could result in injury to my child and could possibly even result in death. I/we fully acknowledge that this is an activity with significant risks of physical injury and I/we fully and freely give permission for my child to participate in this activity.

In consideration of being permitted to participate in the activity, in addition to the admission charge, I/we agree to:

1. Be bound by all rules and regulations at the Artificial Ice Skating Rink.
2. Waive any claim against ARTIFICIAL ICE EVENTS, LLC the **City of Cookeville, CityScape**, any employee _____ or agent of the City of Cookeville, or any employee or agent of City Scape, or any other organization sponsoring or supporting the activity for any personal injury, loss or damage that I or my child might suffer in connection with this activity.
3. Defend, indemnify and hold harmless the ARTIFICIAL ICE EVENTS, LLC, City of Cookeville, CityScape, and any employee or agent of the City of Cookeville, and any employee or agent of City Scape, and any other organization sponsoring or supporting the Ice Skating on the Artificial Ice Skating Rink at the City of Cookeville. The minor and parent, and their heirs, assigns and/or personal representatives, shall at all times indemnify, defend and hold harmless the City of Cookeville, and any employee or agent of ARTIFICIAL ICE EVENTS, LLC the **City of Cookeville**, and **CityScape**, and any employee or agent of CityScape, from any and all actions, claims, demands, costs, damages, penalties, or expenses of any kind arising out of or in connection with injury or death that may occur or that may be alleged to have occurred during or in connection with participation in Ice Skating on the Artificial Ice Skating Rink.

I/we as parent and legal guardian of my child, RELEASE ARTIFICIAL ICE EVENTS, LLC the **City of Cookeville, CityScape**, any employees or agents of the City of Cookeville, and any employees or agents of City Scape for any negligence and/or injuries or damages that may result from Ice Skating on the Artificial Ice Skating Rink.

This is intended to be a **full and complete release** for the **City of Cookeville, CityScape**, and all employees and agents of the City of Cookeville, and all employees and agents of City Scape, and this is also intended to be a full and complete release for any negligence that may result in any injuries or damages to my child during Ice Skating on the Artificial Ice Skating Rink at the City of Cookeville.

This release covers not only ARTIFICIAL ICE EVENTS, LLC the **City of Cookeville** and **CityScape** but also their employees, representatives, agents and personnel. This release and hold harmless agreement covers any claim my child may have and also any claim that I/we may have.

If any part of this permission and release is held legally invalid, all other provisions remain in full force and effect.

I represent that I am over 21 years of age and have the full authority to execute this release and permission on behalf of any other parent and/or guardian of my child.

PARENT OR GUARDIAN

MINOR