

# SKATE ASSUMPTION OF RISK & RELEASE OF LIABILITY

BY SIGNING BELOW, ACCEPTING THE SKATING WRISTBAND, AND/OR SKATING YOU AGREE TO THE FOLLOWING:

**PARTICIPANTS/ Parent or Legal Guardian:** \_\_\_\_\_

1. \_\_\_\_\_

List Any Minor Child (List all Minor Children for whom you are Completing this Release):

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMERGENCY CONTACT NUMBER: \_\_\_\_\_

**ASSUMPTION OF RISK:** Ice skating is an active sport with significant inherent risks of injury. I freely agree to assume and accept any and all known and unknown risks of injury while skating, and fully release the owner, operator, and all those associated with the ice rink and the facility from any and all liabilities, losses, damages, claims, and/or injuries that I may suffer while participating from any cause whatsoever including any negligence on the part of the owner or operator. By wearing this wristband or skating, I agree to be bound by these terms.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT (this "Release"):** In consideration of participating in the activity (skating) (the "Activity"), I hereby agree to hold harmless and fully, finally, and forever release and covenant not to sue B33 Belmar II, LLC, The Downing Group, Inc., Rink Experts, Inc., and their respective its parent, subsidiary, and affiliate entities, and each of their owners, shareholders, partners, members, managers, board members, officers, directors, employees, contractors, sponsors (collectively, the "Released Parties") from any and all liabilities, losses, damages, injury, death, illness (including, without limitation, COVID-19, any variant thereof, or any other communicable disease) claims, causes of action, fines, penalties, judgments, expenses, and/or costs (including, without limitation, attorneys' fees and costs) (collectively, "Loss") arising out of or related to my participation in the Activity and/or due to injury or death to persons or damage to property arising from my participation in the Activity, including those injuries and damages caused by any of the Released Parties' alleged or actual negligence or from negligent rescue operations by the Released Parties. **I HEREBY TAKE FULL RESPONSIBILITY FOR ANY LOSS TO MYSELF OR ANY THIRD PARTY, INCLUDING DEATH, ARISING OUT OF OR RELATED TO THE ACTIVITY. BY EXECUTION OF THIS RELEASE, WEARING THE WRIST BAND, AND/OR PARTICIPATING IN THE ACTIVITY, I AGREE TO NOT SUE ANY OF THE RELEASED PARTIES.** I further agree to indemnify, defend, and hold harmless each of the Released Parties from any and all Claims brought by any third-party arising out of or related to my participation in the Activity.

I have read this Release, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be A COMPLETE AND UNCONDITIONAL RELEASE of all liability to the greatest extent allowed by law. If any provision of this Release is unenforceable, the remainder of this Release shall remain enforceable to the full extent allowed by law. I agree that any and all disputes or claims arising out of or related to this Release or my participation in the Activity shall be governed by the law of the State of Colorado without regard to its choice of law principles. This Release is binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City and County of Denver, Colorado. No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. I agree that as further consideration for being permitted to participate in the Activity, I hereby grant to the Released Parties and successors and assigns a perpetual, irrevocable, world-wide, paid up, and transferable license to use my likeness and personal attributes (including, without limitation, name, image, likeness, and voice), and to modify and present same in any manner and in any medium (including, without limitation, broadcast, telecast, social media, or photograph) for any purpose.

**I HEREBY AUTHORIZE THE RELEASED PARTIES TO:** 1) authorize a medical care provider to carry out any emergency medical care for myself or any identified minor child; and 2) to call for medical care for myself or to transport myself to a medical facility or hospital if it is determined medical attention is needed. I also agree to pay all costs associated with the medical care and related transportation provided for myself or any identified minor child and agree to indemnify, defend, and hold harmless the Released Parties from any Claims associated with such medical care and/or related transportation. I hereby agree to understand that this Release is applicable to every day I participate in the Activity forever.

**MINORS:** I understand and agree that a minor listed may participate in the Activity and may use the Activity venue without an Activity official or other adult present. I acknowledge and agree that I am the parent or legal guardian of the minor and that I am signing this Release on behalf of the minor and that the minor shall be bound by all the terms of this Release. I hereby grant permission for the minor to participate in the Activity and acknowledge that but for such grants of permission, the minor would not be permitted to take part in the Activity.

BY SIGNING BELOW, ACCEPTING THE SKATING WRISTBAND, AND/OR SKATING YOU AGREE TO THE FOLLOWING:

By signing this Release without parent or guardian's signature, I represent that I am 18 years of age or older. If I am signing as the parent or guardian of minor, I represent that I am the legal parent or guardian of the minor.

\_\_\_\_\_  
**Signature of Participant or of Parent/Legal Guardian for Minor Child**

\_\_\_\_\_  
**Date**