

## WAIVER AND RELEASE

In consideration of receiving permission from WATERBURY SKATING CENTER, Inc. and MSD REALTY CO., or any of their agents, designees, assigns, employees, successors, and/or heirs (hereinafter referred to as RELEASEES), to roller skate, play hockey, take lessons, participate or be a spectator in any event sponsored by or otherwise held at the premise under the control of any of the above mentioned entities, their affiliates agents designees, assigns, employees, successors. I HEREBY EXPRESSLY AGREE:

- (1) TO ASSUME ALL RISK AND RESPONSIBILITY for any injuries or other damage I may sustain and any damages I may cause in WATERBURY SKATING CENTER, Inc., it's employees, agents designees, assigns, successors, and/or heirs, guests, invitees or lessees or any other person in connection with my reason for being on the premise under control of THE RELEASEES (including anything in connection with equipment rented from the above mentioned entities or their affiliates:
- (2) TO RELEASE THE RELEASEES, from ALL CLAIMS OF LIABILITY for any injuries which I may sustain or any damage that may be caused to me or my property in connection with my activities at the Waterbury Skating Center, Inc., (including, without limitation, injuries that may be caused from the equipment I may rent even if my injuries are caused in whole or in part by the negligence or fault of THE RELEASEES, their employees or instructors):
- (3) I WILL NOT SUE OR BRING LEGAL ACTION AGAINST the above named RELEASEES, their affiliates or their respective administrators, employees, or instructors and owners or lessors of the property:
- (4) That the undersigned individual is in adequate condition to participate in the event(s) at Waterbury Skating Center, Inc.,
- (5) I authorize THE RELEASEES, to use photographs, videotape, or any other record of the events which may depict me, at their discretion, without compensation paid to me:
- (6) EACH ROLLER SKATER SHALL:
  - a. Maintain reasonable control of his speed and course at all times:
  - b. Heed all posted signs and warnings:
  - c. Maintain a proper outlook to avoid other roller skaters and objects:
  - d. Accept the responsibility for knowing the range of his own ability to negotiate the intended direction of travel while on roller skates and to skate within the limits of that ability; and
  - e. Not be distracted by use of electronic devices or any other devices
  - f. Refrain from acting in a manner which may cause or contribute to the injury of himself or any other person: and I agree to obey said rules and regulations of all State Laws. I fully understand that roller skating is a very dangerous sport and recreational activity. I acknowledge and fully understand that each skater and participant will be engaging in activities that involve the risk of serious injuries (including temporary or permanent), death and social and economic losses which might result from the RELEASEES action, inaction's or negligence, but also actions, inaction's or negligence of others, the conditions of the premises or any equipment use and/or rental. Further, there may be other risks not known to the RELEASEES and myself not reasonably foreseeable at this time that will likewise be included in this release:
- (7) I understand that if I feel there is insufficient supervision or that the RELEASEES are not complying with its duties and responsibilities posted, I shall cease my activity and advise the RELEASEE of the Condition:
- (8) Should any provision of the Release be held invalid or unenforceable by any court of competent Jurisdiction, all other provisions shall continue in full effect:
- (9) I acknowledge that there have been no representations made to me by the RELEASEES and I AGREE TO HOLD THE RELEASEE HARMLESS for any injury or loss that I may cause to any other individual or the premise. I FURTHER AGREE TO INDEMNIFY the above set forth RELEASEES in the event of any such injury or loss for which they may be held responsible:
- (10) This release shall be in full force and effect not withstanding the fact that I may be utilizing or otherwise renting equipment or other products owned or otherwise controlled by the RELEASEES:
- (11) We have reopened our facility consistent with guidance from local, state, and federal government agencies and officials which is designed to limit the spread of the virus (SARS-CoV-2) that causes COVID19. However, we are not insurers of your safety during the COVID19 pandemic. While we are glad that you have chosen to come to our facility, you understand and agree that roller skating and the other activities offered in our facility are communal and social activities. When you enter our facility, you acknowledge and understand that you could come into contact with other persons who may be ill and contagious and may be unaware of his or her condition. By coming into contact with other persons, you may be exposed to the virus (SARS-CoV-2) that causes COVID19 which increases the risk of serious illness or injury, permanent disability and death to the participant. By entering our facility, you agree to waive any claim or cause of action against us arising out of the coronavirus or COVID19, including any claim of our own negligence. In addition, by entering our facility, you consent to any admission requirements that we may require, including answering questions about your health.
- (12) I am at least eighteen (18) years of age or am the parent/guardian of the individual named below, and have the legal capacity to enter into this waiver and release:

**I HAVE READ THE ABOVE WAIVER AND RELEASE. I FULLY UNDERSTAND IT AND ENTER INTO IT FREELY AND VOLUNTARILY.**

**Names MUST BE Legible:**

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

Signature of Adult or Guardian \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF STAFF \_\_\_\_\_ NAME \_\_\_\_\_