

WAIVER AND RELEASE TO ICE SKATE

In consideration of receiving permission from Kips Bay Ice Skating Rink, or any of their agents, designees, employees, (hereinafter referred to as "RELEASEES"), to ice skate, play hockey, figure skate, take lessons, participate or be a spectator at the premise under the control of any of the above mentioned entities, their affiliates, agents designees and employees,.

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 to Kips Bay Ice Skating Rink, their agents, employees and designees, 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 THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE THE RELEASEES, from ALL CLAIMS OF LIABILITY for any injuries (including death or dismemberment) which I may sustain or any damage that may be caused to me or my property in connection with my activities at the Kips Bay Ice Skating Rink including, without limitation, injuries that may be caused from any equipment rented from the above mentioned entities or their affiliates.
- (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 physical condition to participate in events at the Kips Bay Ice Skating Rink
- (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) I acknowledge that the rules and regulations of Kips Bay Ice Skating Rink, as well as the duties and responsibilities of skaters as set forth under the laws of the state of New York are posted throughout the premise and which State Law as pertaining to the Responsibilities of skaters are as follows:
EACH ICE 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 skaters and objects
- d. Accept the responsibility for knowing the range of his own ability to negotiate the intended direction of travel while on ice skates and to skate within the limits of that ability
- e. Refrain from acting in a manner which may cause or contribute to the injury or himself or any other person
- f. Abide by the Kips Bay Ice Skating Rink Rules

and I agree to obey said rules and regulations and all State Laws. I fully understand that ice 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 actions, inactions or negligence, but also actions, inactions 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 shall 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 RELEASEES of the condition.

(8) Should any provision of this Release be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force effect. It is further acknowledged and agreed that this agreement shall be construed consistent with its intent, which is to the limit liability of the owners/operators.

(9) LIMITATION: No action shall be commenced or maintained against Kips Bay Ice Skating Rink, or any of their agents, designees, and employees, upon any claim based upon, or arising out of, your visit to Van Cortlandt Park Ice Skating Rink, use of its facilities, or use of any equipment rented by you, unless such action is commenced within one year after the claim arose. This provision shall also apply to claims arising out of this agreement, bodily injury (including death and dismemberment) sustained during your visit to Kips Bay Ice Skating Rink, and property damage sustained during your visit to Kips Bay Ice Skating Rink. This provision shall apply to the current visit and all future visits.

(10) VENUE: I acknowledge and agree that notwithstanding the foregoing, should I bring a lawsuit against RELEASEES, I agree that the venue for any such matter shall be in the Supreme Court of the State of New York, County of New York, which is the County where the RELEASEES maintain their primary place of business.

(11) I acknowledge that there have been no representations made to me by the RELEASEES and I AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD THE RELEASEES HARMLESS for any injury or loss that I may cause to any other individual or the premise while on the premise. I FURTHER AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY the above set forth RELEASEES in the event of any such injury or loss for which they may be held responsible.

(12) This release shall be in full force and effect notwithstanding the fact that I may be utilizing or otherwise renting equipment or other products owned or otherwise controlled by the RELEASEES.

(13) CURRENT AND FUTURE VISITS: This waiver and release shall apply to the current visit and all future visits.

(14) I understand there are no credits or refunds for any reason and admission and/or skate rental or other equipment rental, and lessons are non-transferable.

(15) I am at least eighteen (18) years of age or I 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.

LEGAL NAME _____ AGE _____ DATE OF BIRTH _____

HOME PHONE _____ CELL PHONE _____

PERMANENT ADDRESS _____

I.D. TYPE _____ STATE/FED/GOV'T _____ ID NUMBER _____

EMERGENCY CONTACT NAME _____ EMERGENCY PHONE _____

SIGNATURE _____ TODAY'S DATE _____

SIGNATURE OF EMPLOYEE _____ NAME _____

DUTIES AND RESPONSIBILITIES OF PARENTS/GUARDIANS (SEE REVERSE SIDE)

PARENTS/GUARDIANS DUTIES AND OBLIGATIONS TO SUPERVISE

TO BE COMPLETED ONLY IF THE RELEASE IS EXECUTED BY A PARENT OR GUARDIAN.

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I HEREBY EXPRESSLY AGREE:

- (1) in order to maintain a safe and secure environment for all patrons and participants, parents/guardians must assist in doing so by watching, supervising, and monitoring the actions and activities of the child identified on the front of this release along with all other children they have brought with them to Kips Bay Ice Skating Rink.
- (2) DUTY TO SUPERVISE: I will supervise, monitor, and watch the child identified on the front of this release to assure that they comply with all rules and regulations for participating in the activities that they are engaged, which shall include, but not be limited to, complying with the rules identified in Paragraphs 6(a) through 6(f) on the front of this release.
- (3) That should the child identified on the front of this release fail to comply with any of the rules and regulations for skating or participating in any activity at Kips Bay Ice Skating Rink, I will immediately direct them to cease such actions and remove them from the ice.
- (4) My agreement to supervise, watch, and monitor the child identified on the front of this release (along with all other children under my care and supervision during my visit to Kips Bay Ice Skating Rink) is a material representation of this agreement and, in the event, that I fail to properly carry out my obligations, I shall be liable to RELEASEES for any and all damages sustained by them that is attributable to my failure to supervise or perform my obligations under these provisions.
- (5) In the event that I fail to adequately or properly supervise the child identified on the front of this release or any child subject to my care and supervision during my visit to Kips Bay Ice Skating Rink, I agree that I waive any claimed immunity from suit as a result of my parental/guardian relationship and that RELEASEES shall be permitted to maintain an action over and against me relative my duty and responsibility to supervise, monitor, watch, and control all children in my care during their visit to Kips Bay Ice Skating Rink.
- (6) I understand that if I feel there is insufficient supervision or that the RELEASEES are not complying with their duties and responsibilities posted, I shall immediately direct the child identified on the front of this release and all children under my care and supervision to cease their activity and advise the RELEASEES of the condition.
- (7) INDEMNIFICATION/HOLD HARMLESS/RELEASE: TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS for any injury or loss that I may cause to any other individual or the premise while on the premise. I FURTHER AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the above set forth RELEASEES in the event of any such injury or loss for which they may be held responsible. I FURTHER AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES from any and all claims brought by anyone that arise out of my visit to Kips Bay Ice Skating Rink, including those relating to accident caused by, or involving any child under my care and supervision. In addition, RELEASEES shall be entitled to recover all actual attorneys' fees incurred in the defense of any action brought by me or any child under, or otherwise subject to, my control or supervision, that arises out of my or their visit to Kips Bay Ice Skating Rink.
- (8) CURRENT AND FUTURE VISITS: This waiver and release shall apply to the current visit and all future visits.
- (9) I understand there are no credits or refunds for any reason and admission and/or skate rental or other equipment rental, and lessons are non-transferable.
- (10) I am at least eighteen (18) years of age or I 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.

LEGAL NAME _____ AGE _____ DATE OF BIRTH _____

HOME PHONE _____ EMERGENCY PHONE _____

PERMANENT ADDRESS _____

I.D. TYPE _____ STATE/FED/GOV'T _____ ID NUMBER _____

MINOR(S) NAME _____ AGE _____

1. _____ RELATIONSHIP TO MINOR _____

2. _____ RELATIONSHIP TO MINOR _____

3. _____ RELATIONSHIP TO MINOR _____

4. _____ RELATIONSHIP TO MINOR _____

5. _____ RELATIONSHIP TO MINOR _____

SIGNATURE _____ TODAY'S DATE _____

SIGNATURE OF EMPLOYEE _____ NAME _____