



Sun Prairie Ice, Inc. (SP-Ice, Inc.)

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

Youth and Parent/Guardian

For and in consideration of my (or my child) being allowed to participate in SP-Ice, Inc. programs, events and activities, and/or activities incidental thereto at Sun Prairie Ice Arena, I, individually and for all others who may make claim based upon injury to me (or my child) relinquish any and all liability for and cause of action for personal injury, property damage or wrongful death occurring to participant arising out of such participation, whenever or however they occur and for such period said activities continue, and by this agreement any such claims, rights, and causes of action that participant may have are hereby relinquished and the participant does so on behalf of his/her child, heirs, executors, administrators and assigns.

Participant and/or parent acknowledges, understands and assumes all risks inherent with skating and any associated activities, and understands that said sport and activities involve risk to participant's person including bodily injury, partial or total disability, paralysis, and death, and any damages which may arise there from and that participant has full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including "releasees" identified below. It is further acknowledged that there may be risks and dangers not known to us or are not reasonably foreseeable at this time. Participant agrees to abide by and be bound under the rules of Sun Prairie Ice Arena and SP-Ice, Inc., including the By-Laws of the corporations and any arbitration clause provisions, as currently published. Copies are available upon written request.

Participant and/or parent acknowledges, understands, and assumes the risk, if any, arising from the conditions and use of ice arenas and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action, arising from any negligence of the releases including, but not limited to, the negligent performance, or failure to perform maintenance, inspection, supervision, or control of said areas and for the negligent failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

Participant agrees if any claim for my (or my child's) personal injury or wrongful death is commenced against releases based upon the negligence of the releasees, he/she shall defend, indemnify, and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of releasees. "Releasees" include SP-Ice, Inc. or employees thereof including Sun Prairie Ice Arena employees or volunteers, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, owners, and operators of the premise used to conduct any event at Sun Prairie Ice Arena and each of them, their officers, directors, agents and employees.

Participant acknowledges that he/she has been provided and has read the above paragraphs and have not relied upon any representations of releasees, that he/she is fully advised of the potential dangers of skating within indoor ice facilities and understands these waivers and releases are necessary to allow skating to exist in its present form. Participant agrees that if any portion of this agreement is held invalid, the remainder of the agreement shall continue in full legal effect. Participant acknowledges that he/she has had the opportunity to review, discuss, ask questions about and negotiate the terms and conditions of this waiver agreement.

I HAVE READ THIS WAIVER AGREEMENT, I UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I WILL BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT.

Participant Name: _____
(First and Last Name – Print clearly)

Participant or Parent/Guardian Signature: _____ **Date:** _____
(At least one parent/guardian must sign if participant is not age eighteen or older)

This page must be signed, dated and returned along with the appropriate registration form *before* participation is allowed.