

**ICE SKATING RINK
PARTICIPANT AGREEMENT, RELEASE
AND ACKNOWLEDGEMENT OF RISK.**



DATE: _____ TIME: _____

GROUP NAME: _____

THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU READ IT IN ITS ENTIRETY BEFORE SIGNING BELOW.

This Participant Agreement must be signed by adult participants (18+) in order to engage in the skating activities (“Activity”) offered by Danbury Arena. If the participant is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as “Parent”) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. ANYONE WHO ENTERS THE DANBURY ARENA WITHOUT FIRST SIGNING THIS RELEASE AND WAIVER IS A TRESPASSER.

In consideration of being allowed to participate in any way in the skating program, related events and activities of Danbury Arena, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Danbury Arena”)

I _____ (legal guardian name)

on behalf of myself and on behalf of the minor participant: _____ (participant name) the undersigned, acknowledge, appreciate, and agree that:

ACTIVITIES AND RISKS

The risk of injury from the activities involved in this program is significant and entails known and unanticipated risks, including the potential for physical and/or emotional injury, permanent paralysis and death, and or damage to myself, to property, and/or to third parties. Injuries may include breaks, sprains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, **I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.**

ASSUMPTION OF RISKS

If I am an adult participant or Parent, I hereby acknowledge and assume all of the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I EXPRESSLY ASSUME ALL THE RISKS of participation in the activities and moving about the premises of the Activity, inherent or not, and whether or not described above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

COVID-19 RISKS AND WAIVER

Furthermore, the novel **coronavirus, COVID-19**, has been declared a worldwide **pandemic** by the World Health Organization. **COVID-19** is extremely contagious and spreads from person-to-person and person-to-object contact. These activities are of such value to me and/or my child(ren) that I accept the risk of potentially being exposed to, contracting, and/or spreading COVID-19 in order to participate in the Activity.

Danbury Arena has put in place preventative measures to reduce the spread of communicable diseases; however, **we cannot guarantee that you or your child(ren) will not become infected while attending our facilities.** While we’ve implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of utilizing our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

If I am the Parent of a minor participant, I have discussed the activities and risks with the minor child who understands and accepts them.

RELEASE AND INDEMNITY

If I am an adult participant or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant, my heirs, assigns, personal representatives and next of kin,) HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Danbury Arena, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY,

DEATH, or loss or damage to person or property, suffered by me or by the child, if applicable, arising in whole or part from my (or the child's) visit to the premises of the Activity or participation in any other offered activity, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. I agree for myself and on behalf of the minor participant **NOT TO SUE** and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS, DANBURY ARENA**, its managers, members, owners, agents, directors, attorneys, staff, volunteers, successors, affiliates, heirs, investors, partners, as well as Diamond Hospitality Group LLC, Diamond Properties LLC, DP110 LLC, and Diamond Property Management LLC, in law and in equity against any and all claims, suits or actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or on behalf of the minor participant. If I make any such claim or any such claim is made by someone on my behalf or on behalf of the minor participant or as a consequence of the minor participant's participation in activities on the DANBURY ARENA, I agree for myself and on behalf of the minor participant to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claims, demands or actions of any kind.

These agreements of release and indemnity include loss or damages caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party. In the event that any damage to equipment or facilities occurs as a result of my or the minor participant's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

DANBURY ARENA SAFETY GUIDELINES

Your understanding of our Safety Guidelines ("Guidelines") helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access and/or participation in or on Danbury Arena owned equipment will hereby be referred to, individually and collectively, as the "Activity."

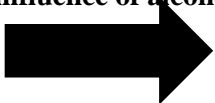
This Participation Release document signed, is required of all adult participants seeking access to the Activity and those minor participants that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Release. Completion of such form is proof of your understanding of the following policies.

There is no quantifiable level of fitness required to participate in the Activity. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Activity requires varying levels of strength, stamina, and agility. **If you are unsure about your ability to participate, please consult your doctor prior to your visit. The staff is not responsible for determining an appropriate level of physical fitness; however, the Staff reserves the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.**

If you are pregnant, we strongly suggest that you carefully consider whether or not to participate in the Activity. The level of exertion required to participate poses a serious risk of injury to mother and child. All participants shall be dressed appropriately, including wearing no loose jewelry and tying up long hair as they otherwise pose a safety risk. Danbury Arena is not responsible for loss or damage caused to personal effects.

All participants must act considerately and responsibly when interacting with Staff and fellow participants. Failure to do so is grounds for removal from the Activity. No refunds will be issued. I willingly agree to comply with the stated and customary terms and conditions for participation in skating program. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest employee immediately.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Danbury Arena on the basis of any claim from which I have released them herein. **I also understand and agree that I will not participate in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.**



I am completing this Document for the following Participant(s) (CHECK ONE):

Myself Only

Minor(s) Only

RELEASE OF LIABILITY

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

 x
PARTICIPANT'S NAME (PRINT)

 x Date Signed: _____ Age: _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.**

PARENT/GUARDIAN NAME (PRINT)

_____ Date Signed: _____
PARENT/GUARDIAN SIGNATURE

EMERGENCY PHONES # (s) _____
