

Monument Ice Rinks

RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. In consideration of being able to use Monument Ice Rinks (as defined below)'s facilities (including but not limited to its rink, stands/bleachers, locker rooms, cage, bathrooms, parking lot, concession stand, lobbies, and/or services), I hereby agree to release and hold harmless Monument Ice Rinks, Front Range Athletic Association LLC, Colorado Rampage Hockey, 365 Performance, Monument Hockey Academy, International Ice Academy of Colorado, and all of their affiliated organizations and companies, each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, directors, shareholders, and any additional land-owners (collectively referred to in this Release as "Monument Ice Rinks") for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Monument Ice Rinks or during an activity run or sponsored by Monument Ice Rinks off the premises (collectively "activity" or "activities").

2. **I agree not to sue or bring any claim against Monument Ice Rinks on any basis including, but not limited to, claims of negligence, negligence per se, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of Monument Ice Rinks.**

3. I acknowledge that any activities at Monument Ice Rinks involve both known and unknown risks, which may involve the risk of physical injury or death. The known risks include, but are not limited to: Falls and falling; equipment failure; equipment malfunction; use of equipment; slipping; tripping; collisions or impacts with boards, goal posts, sticks, pucks, skates, other people, and equipment; fighting; falling or flying objects and debris; Zambonis; natural and manmade hazards; uneven and/or slippery surfaces; ice; strenuous activities; and actions/inactions of others, including the negligence or intentional actions of others.

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. **I voluntarily assume all risks of injury and/or death.**

4. I understand that the World Health Organization, the Governor of the State of Colorado and the United States Centers for Disease Control have declared a nationwide and statewide pandemic of the coronavirus, which causes the disease COVID 19. I understand that the coronavirus is believed to be spread through close contact and that gatherings of people are believed to be the main source of spread throughout communities. As such, there is the risk of serious illness and/or death in associating with other people. I understand that such inherent risk exists in associating with groups of people, and I voluntarily agree to assume such risk in my participation in group activities.

5. I understand that Monument Ice Rinks will follow all applicable health and safety guidelines with regards to mitigating the spread of coronavirus, however, I understand that it is not possible to completely eliminate the risk of infection. I agree that I will comply with all rules and regulations of Monument Ice Rinks related to mitigation of the spread of the coronavirus including, without limitation, having my temperature taken, using hand sanitizer, disinfecting equipment, and the use of masks or other personal protective equipment, if required. I understand that my failure to comply may be grounds for my removal from the facility and the termination of my participation in any events without refund.

6. I agree that I will be truthful regarding my health and any illnesses I am experiencing if such information is requested by a staff member or representative of Monument Ice Rinks. I understand that I will be asked to leave the facility and cease participation in activities, without refund, if I exhibit symptoms of

coronavirus or COVID 19. I agree that if I am feeling ill or have knowledge that I have been exposed to coronavirus or COVID 19, I will stay home.

7. I understand and agree that Monument Ice Rinks will keep my contact information on file and will provide such information to government health agencies if requested due to a potential outbreak of COVID 19 or the coronavirus.

8. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Monument Ice Rinks in defending any lawsuits or claims covered by this Release or any activity of mine with Monument Ice Rinks. I agree that under no circumstances will Monument Ice Rinks ever be responsible for any of my attorneys' fees.

9. I agree to read and obey all posted signs and rules. I agree that I will not do any activities that are beyond my abilities. I acknowledge that I have the physical dexterity, ability, and knowledge to safely participate in the activities.

10. I agree to bring, wear, and use appropriate safety equipment. I understand that Monument Ice Rinks cannot be liable for my failure to bring, wear, or use appropriate safety equipment. I also understand that safety equipment is not a guarantee of safety and cannot protect me from all injuries and/or death.

11. I authorize Monument Ice Rinks to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and release, defend, and indemnify Monument Ice Rinks for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

12. I further grant Monument Ice Rinks the right, without reservation or limitation, to photograph, videotape, and/or record me, and to use such, among other things, in connection with exhibitions, publicity, advertising and promotional materials without compensation.

13. I agree that this Release covers all activities and each and every time I am at Monument Ice Rinks or doing any activity run or sponsored by Monument Ice Rinks, without requiring me to sign another form for each new day or activity.

14. I agree to fully defend, indemnify, and hold harmless Monument Ice Rinks from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

15. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

16. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I" and "me" in all the clauses of this Release.

17. If I am signing as the parent or guardian, I further agree to keep my child in visual contact (unless as part of non-spectator session) and know where my child is at all times.

18. I agree that any and all claims for injury or death against Monument Ice Rinks or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in El Paso County District or County Court, or the Federal Court for the State of Colorado.

19. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives. And, I agree that they cannot bring any claim or action against Monument Ice Rinks, and in such circumstances they are also considered "I" and "me" in all the clauses of this Release.

20. Force Majeure. In the event Monument Ice Rinks is unable to provide the services contemplated by this Release due to government mandate or directive, epidemic, pandemic, any Act of God, or decree or

actions of a governmental body, I agree to extend the time for performance for at least the period of delay or period of inability to perform caused by such occurrences, where feasible.

21. **I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and I voluntarily agree to participate in the activities.**

Dated: _____

Print Name of Participant

Signature of Participant

AGE – Birth Date

Print Name of Parent/Legal Guardian of Minor Participant

Signature of Parent or Legal Guardian

Home Address

City/State

Zip

Emergency Contact (Name & Relationship)

Contact Telephone Number