



Please read this carefully!

**PE Ice-Plex LLC, Ice Rink & Assoc., Inc., Goal Line LP, D.B.A. "Ice-Plex Escondido"
WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, acknowledge the inherent risks involved in ice-skating, curling, broomball, hockey, speed skating, figure skating and all ice related activities along with being a spectator. Accordingly, in consideration of being allowed to participate in any skating activities and/or other activities at "Ice-plex", I agree to the following:

1. I agree to for myself and/or my child, to **RELEASE, hold harmless, waive, discharge, and covenant not to sue** PE Ice-Plex LLC, Ice Rink & Assoc., Inc., Goal Line LP, and all their respective agents, affiliates, associates, officers, directors, owners, and employees (collectively "Releasees") from any and all loss or damage to myself or to my child or my or my child's property resulting from the Releasees' **NEGLIGENCE**. I understand that the Releasees are not responsible for the consequences of their own **NEGLIGENCE**, that is, their **failure to use reasonable care in any way**. I agree to indemnify Releasees from any and all third party claims caused in whole or part by my actions.
2. I acknowledge for myself and/or my child, and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability, even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others. The rules of play, or the condition of the premiere, the use of wheelchairs or of any equipment used, and further, that there may be risks not known to me or not reasonably foreseeable.
3. I acknowledge for myself and/or my child, and fully understand that this event may involve risk of serious injury, which may include permanent disability, even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others.
4. I agree that prior to participating in any activity at Ice-plex Escondido; I will inspect the competition area and all equipment to be used. If through my inspection I determine that anything related to that activity is unsafe, I will immediately advise an official of Ice-plex Escondido of this unsafe condition and will not participate until this condition is corrected.
5. I for myself and/or my child, agree to assume all the foregoing risks and accept personal responsibility for myself and/or my child's own damages following such injury, permanent disability or death. **This Waiver is signed voluntarily of my own free will.**
6. I agree that this Waiver will be governed by the laws of the state of California and that the exclusive jurisdiction for any disputes will be in the state or federal courts of the state of California. If any portion of this Waiver is found to be void or unenforceable, then all other portions thereof shall remain in full force and effect.

I have read the above Waiver and Release, and understand that by signing below I have given up substantial right.

Name (Printed)

Date

Signature

Parental Consent

(For participants under the age of 18)

I, the undersigned parent or legal guardian, have read the above Waiver and Release and agree to its terms on behalf of my child and my self. I understand that by signing below I am giving up substantial right on behalf of my child and my self.

Child's Name

Child's Age

Signature of Parent/Legal guardian