



ACCIDENT WAIVER AND RELEASE OF LIABILITY

Activity: TBD Iceskating at Fritz Dietl

By signing this waiver, I assume all risk of my child and/or myself participating in the above activity (hereinafter "activity"). Without signing this form, neither my child nor I will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury that I undertake and assume this risk for my child and myself.

On behalf of my child and myself, I further waive and release the promoter of the activity, school facility, any insuring entity of the above, and their directors, board members, officers, employees, agents, representatives or assigned, as well as the activity sponsor, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my child or myself participation in the above activity. I am assuming all risk on behalf of my child and me that may arise from negligence or carelessness on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

I CERTIFY THAT MY CHILD AND I ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH REASONS OR PROBLMES WHICH WOULD PRECLUDE THE PARTICIPATION OF MY CHILD OR ME IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASONS, WHICH WOULD LIMIT MY CHILD OR ME IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for any injury to my child or me during the activity and that any medical or other insurance for my child and/or me will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that my child and I may be photographed while participating in the activity. I agree to allow my child's and my photos, videos, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers and their assigns.

I shall defend, hold harmless and indemnify the parties from and against all losses, claims, damages, costs or expense (including reasonable legal fees or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for or on account of any injuries or damages, received or sustained by my child and/or myself arising during the course of the activity.

This Agreement constitutes the sole and only agreement between the parties concerning my child's and me and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void as of no further effect. This Agreement may not be modified.

I certify that I have read this document, and I fully understand its contents. I am aware this is a release and indemnification of liability for my child and me and sign it of my own free will.

Participant's Name(s) (Print)

Parent or Guardian of Minor (Print)

Signature (Parent/Guardian)

Date

