

## RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS

Participant and/or Participant's parent(s) or guardian acknowledge that ice skating is an inherently dangerous activity that involves risk of accident, property damage, serious bodily injury, and death. By signing this Release, Participant, and/or Participant's parents(s) or guardian, assume full responsibility for any risk of injury, property damage, or death arising out of Participant's use of the Viejas Outlet Center Ice Rink (the "Rink"). Participant agrees that the Viejas Outlet Center and the Viejas Band of Kumeyaay Indians, including without limitation, all affiliates, divisions, members, officers, attorneys, employees, agents, assigns, representatives, or successors (collectively "Viejas"), are not responsible for any injury or damages of Participant arising out of, or related to, Participant's use of the Rink.

Participant and/or Participant's parent(s) or guardian (collectively "Releasing Parties") hereby waive, release, and forever discharge any and all claims for damages, loss, personal injury, or death that Releasing Parties may encounter related to or arising out of Releasing Parties' activities at the Rink. This Release is intended to fully and completely discharge Viejas, Ice Rink Events, and all sponsors of the Viejas Ice Rink and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liability for any loss, damage, or expense that Releasing Parties or Releasing Parties' respective heirs, assigns and legal representatives may suffer as a result of Releasing Parties' use of the Rink and surrounding areas, from any cause whatsoever, including without limitation, negligence or breach of contract on the part of Viejas, Ice Rink Events, or any sponsors of the Rink, in the operation, supervision, design, maintenance, or condition of the Rink and all surrounding areas. This release is intended to be as broad and inclusive as permitted by law, and is intended to be effective and binding upon Releasing Parties' heirs, next of kin, families, relatives, guardians, conservators, executors, administrators, trustees and assigns.

Participant certifies that: (a) Participant has been advised to consult a physician before using the Rink; (b) Participant is in good physical health sufficient to use the Rink; and (c) Participant is not taking any medication that would prevent Participant from safely using the Rink. Participant and/or Participant's parent(s) or guardian agree to follow all rules posted at the Rink and surrounding areas, and instructions from the operating staff of the Rink. Participant further agrees to abide by the "Code of Skater Conduct", as posted within the Rink area. Failure to follow the "Code of Skater Conduct", rules posted at the Viejas Ice Rink and surrounding areas, or instructions from the operating staff of the Rink may result in the termination of Participant's use of the Rink, surrounding areas, and rental ice skates without refund.

Releasing Parties agrees to, at Releasing Parties' sole expense, and with legal counsel reasonably acceptable to Viejas, defend, indemnify and hold harmless Viejas from and against any and all accidents, injuries, liability, claims, costs or expenses related to any act, error, omission, or negligence of Releasing Parties, arising out of, or related to, Releasing Parties' use of the Rink and surrounding areas. Releasing Parties hereby authorize Viejas and Ice Rink Events to use any photographs, videotapes, recordings or any other records taken of Releasing Parties while at the Viejas Ice Rink and surrounding areas for publicity, advertising, or any other legitimate purpose.

BY SIGNING THIS RELEASE, I UNDERSTAND THAT I AM RELEASING VIEJAS, ICE RINK EVENTS, AND ALL SPONSORS OF THE RINK FROM ANY POTENTIAL CLAIMS FOR DAMAGES CAUSED BY THE NEGLIGENCE OF VIEJAS, ICE RINK EVENTS, OR OTHER SPONSORS.

**Name of Participant:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This is to certify that I, as parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. To the fullest extent permitted by law, I hereby release and agree to indemnify Viejas, Ice Rink Events, and all sponsors of the Rink and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liabilities incident to the Participant's involvement or participation in the ice skating activities offered at the Rink and surrounding areas, even if arising from the negligence of Viejas, Ice Rink Events, and/or a sponsor of the Rink.

**Parent/Guardian Signature:** \_\_\_\_\_

**Emergency Phone No:** \_\_\_\_\_ **Date:** \_\_\_\_\_