

NORTHSTAR ICE SPORTS 15 BRIDLE LANE, WESTBOROUGH, MA
2019-2020 WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

The purpose of this **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** (the "Agreement"), is to waive, release and indemnify Northboro Youth Hockey Program, Inc., Northstar Hockey, NorthStarIce Sports, North Star Figure Skating Club, ice skating instructors, coaches, officials, volunteers, sponsors, advertisers, owners and operators of the premises and their officers, directors, agents, and employees (the "Releasees"), from any and all liability for the Participant's personal injury, property damage, and/or wrongful death, including if caused by the negligence of any of the Releasees.

In consideration for being permitted to participate in ice skating, ice hockey and/or related activities, being permitted to enter the NorthStar Ice Sports skating facility and common areas (the "Premises"), and/or being permitted to use ice skating or other equipment owned by the Releasees (the "Equipment"), Participant (and/or Participant's parent/guardian), on behalf of themselves and the Participant's heirs, executors, administrators, assigns, representatives, and next of kin, **HEREBY FULLY AND IRREVOCABLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE THE RELEASEES** of and from any and all actions, causes of action, suits, damages, judgments, claims, and demands whatsoever, either in law or equity, arising from any accident, injury, death, or property damage, resulting from, or in any way connected with the Participant's entry on the Premises, use of the Releasees' facilities, equipment, services, and/or participation in any of the activities offered by the Releasees whether on the Premises or not.

Participant (and/or Participant's parent/guardian), acknowledges, understands, and assumes all risks inherent in ice skating, ice hockey and/or related activities, and understands that said sports and activities involve risks to the Participant including bodily injury and death and that the Participant (and/or Participant's parent/guardian), has full knowledge of such risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Releasees. The Participant (and/or Participant's parent/guardian), further acknowledges that there may be risks and dangers not known or not reasonably foreseeable at this time.

Participant (and/or Participant's parent/guardian), acknowledges, understands, and assumes all risks arising from the conditions and use of the Premises and/or use of Equipment, including risks based on the performance, or failure to perform maintenance, inspection, supervision, or control of the Premises and/or Equipment and for the failure to warn of dangerous conditions existing on the Premises, and for the negligent selection, supervision or instruction of certain Releasees.

Participant (and/or Participant's parent/guardian), agrees if any claim for Participant's personal injury, property damage, and/or wrongful death is commenced against Releasees, he/she shall defend, indemnify, and save harmless Releasees from any and all actions, causes of action, suits, damages, judgments, claims, and demands.

Participant (and/or Participant's parent/guardian), warrants that neither the Participant nor his/her child(ren) have any known medical conditions or disabilities which may be incompatible with the safe participation in ice skating, ice hockey and/or related activities. Participant (and/or Participant's parent/guardian), further agrees that all Participants under the age of 18 shall remain the responsibility of a parent or legal guardian while on the Premises.

Participant (and/or Participant's parent/guardian), acknowledges that he/she has been provided with and has read the above paragraphs and has not relied upon any representations of the Releasees, and that he/she is fully advised of the dangers of ice skating, ice hockey and/or related activities and signs this Agreement freely and voluntarily. Participant (and/or Participant's parent/guardian), agrees that this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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 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.

Effective from date signed to August 31, 2020.