

**ADULTS- REQUIRED RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS**

**Participant Name (Print):** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

The Participant and/or their parent(s) or guardian(s) understands, acknowledges and agrees that ice skating is an inherently dangerous and physically demanding activity and assumes full responsibility for any risk of injury, property damage, or death while participating in activities at this establishment.

Participant and/or their parent(s) or guardian(s) hereby waive any and all claims including, but not limited to, bodily injury including death and property damage they may have against the City of Knoxville, Oh Wind, Inc. and ASMR Global, their parents, subsidiaries, partners and affiliates and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers arising out of Participant’s use of the ice skating rink and all surrounding areas.

Participants and/or their parent(s) or guardian(s) hereby release and hold harmless City of Knoxville, Oh Wind, Inc. and ASMR Global, their parents, subsidiaries, partners and affiliates and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liability for any loss, damage, or expense that the Participant or their respective heirs, assigns and legal representatives may suffer as a result of Participant’s use of the ice skating rink, from any cause whatsoever, including but not limited to, negligence or breach of contract on the part of the City of Knoxville, Oh Wind, Inc. and ASMR Global., their parents, subsidiaries, partners and affiliates) and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents and volunteers in the operation, supervision, design, maintenance, or condition of the ice surface, or of the ice rink and all surrounding areas.

Participant agrees to abide by the below itemized “Code of Skater Conduct” and posted within the ice rink area, for the use of the ice skating rink and will follow the instructions of the operating staff of the rink. Failure to follow the Code of Skater Conduct may result in the termination of Participant’s use of the ice skating rink, the rental ice skates, and the surrounding areas without refund.

Participant permits the City of Knoxville, Oh Wind, Inc. and ASMR Global, their partners, subsidiaries and affiliates to use any photos, videos or any other recordings taken while on the ice skating rink premises for publicity, advertising or any other legitimate purpose, without compensation to the Participant.

**COVID-19 NOTICE: An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable. By participating in this activity, you voluntarily assume all risks related to exposure to COVID-19.**

BY SIGNING THIS RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS, I UNDERSTAND THAT I AM RELEASING THE CITY OF KNOXVILLE, OH WIND, INC. AND ASMR GLOBAL, THEIR PARENTS, SUBSIDIARIES, PARTNERS AND AFFILIATES AND ALL SPONSORS OF THE ICE RINK ESTABLISHMENT AND THEIR SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL POTENTIAL CLAIMS FOR NEGLIGENCE AND FOR ANY DAMAGES CAUSED BY NEGLIGENCE AND AGREEING TO ALL OTHER TERMS IN THIS DOCUMENT.

**Please be considerate of others at all times.**

**Spectators and participants assume all inherent risks and responsibilities while participating in ice skating**

I hereby acknowledge that I have read, agree to the above and understand the Code of Skater Conduct (see other side).

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

## **Code of Skater Conduct**

1. All Participants must fill out and sign a participation waiver (see reverse side).
2. Anyone under the age of 18 must have a parent or guardian sign a waiver on their behalf.
3. No skating without a rink issued wristband.
4. Skates will be issued at the skate window. Double-blade skates are available for young children.
5. Skates are to be returned to the skate return window after use.
6. While wearing skates, please stay within the rubber floor area.
7. No one is permitted on the ice without ice skates.
8. No one is allowed on the ice while resurfacing is occurring.
9. Management reserves the right to interrupt or stop skating for ice resurfacing, special events, or for any other staff-related purpose.
10. No sitting or climbing on protective dasher boards.
11. No use of hockey sticks, pucks or balls.
12. No ice skating against the flow of traffic.
13. Children under the age of 12 must be accompanied by an adult.
14. No carrying children on the ice.
15. No food, beverages or breakable objects are allowed on the ice.
16. No one is allowed to use the ice rink under the influence of alcohol or drugs.
17. No profanity, obscene gestures or clothing allowed.
18. Participants are required to follow directions of the Ice Attendant and rink staff at all times.
19. Report all incidents and accidents to the Ice Attendant or rink staff immediately.
20. No reckless skating, camel spins or speed skating allowed.
21. Ice Attendants and Rink Staff are not responsible for lost or stolen items.