

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Sally Jeanne Watkins (the "Coach") allowing myself, or if executing on behalf of a minor, the minor(s) identified below (the "Minor") to participate in ice skating, including taking lessons, attending freestyle or practice sessions, attending off-ice classes, attending competitions, traveling to competitions, performing in shows, and any other activity associated with or related to ice skating (collectively, the "Activity"); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

1. I, the undersigned, hereby represent that I am, or the Minor is, in good health and in proper physical condition to participate in the Activity. I agree that it is my sole responsibility to determine whether I am, or the Minor is, sufficiently fit and healthy enough to participate in the Activity, including being free from the influence of drugs - either prescription or illicit - or alcohol that may impair my ability to safely participate in the Activity. I further agree that I am responsible for my, or the Minor's, safety and well-being at all times and under all circumstances while I participate, or the Minor participates, in the Activity.
2. I understand and acknowledge the risks and dangers associated with my, or the Minors, participation in Activity, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, or objects; dangers arising from imperfect conditions, including water and surface hazards, equipment failure, inadequate safety measures and participants of varying skills levels; situations beyond the immediate control of the Activity organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the "Risks"). I understand that the Risks may be caused in whole or in part by my, or the Minors, own actions or inactions, the actions or inactions of others participating in the Activity, or the negligent acts or omissions of the Released Parties defined below. On behalf of myself or the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I or the Minor may incur as a result of my participation in the Activity.
3. I understand that I am required to be familiar with and to abide by the rules and regulations set forth by the Kraken Community Iceplex and Kraken Skating Academy established for the benefit and safety of all participants in the Activity. I accept sole responsibility for the conduct and actions of myself, or the Minor, while I am, or he or she is, participating in the Activity and the condition and adequacy of my equipment. I understand that the Activity organizers have the right to disqualify anyone from participation in the Activity for any reason they deem just and proper in their sole discretion.
4. On behalf of myself or the Minor, I hereby RELEASE, WAIVE and COVENANT NOT TO SUE, and further agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Coach and Coach Sally Jeanne Watkins, LLC (the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Activity, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, the Minor, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of myself or the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents that complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Name of Parent or Non-Minor Participant _____ Age _____ / _____ / _____ Date of Birth _____

Name of Minor _____ Age _____ / _____ / _____ Date of Birth _____

Name of Minor _____ Age _____ / _____ / _____ Date of Birth _____

Home Address _____ City _____ State _____ Zip _____

Phone number _____ Email _____

X _____ / _____ / _____
Signature of Participant (age 18+) or Parent/Legal Guardian for Minor(s) _____ Date Signed _____