

WAIVER AND RELEASE OF LIABILITY (Ice Skating and/or Roller Skating)

In exchange for participation in the open Ice Skating and/or Roller Skating (the "Activity") provided by the Village of Watkins Glen, 303 N. Franklin Street, Watkins Glen, New York (hereinafter the "Releasee"), I understand that the Village provides no supervision or safety equipment as part of the Activity. I further understand that the Activity of ice skating and/or roller skating involves risk of serious injury. I am cognizant of the risks and dangers inherent with this Activity and I and/or my family, including any minor children, are fully capable of participating in the Activity and willingly assume the risk of injury as my responsibility, including loss of control and collisions with other participants, and other man-made or natural obstacles, whether they are obvious or not.

Also, in exchange for participation in Ice Skating and/or Roller Skating (the "Activity"), provided by the Releasee, I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents sponsoring agencies, sponsors, advertisers and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify Releasee from and against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation, both scheduled or unscheduled, in the Activity.
4. This Release for participation in event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representative, executors, successors and assigns. I represent that I am the parent and/or natural guardian or legal guardian of the minor children and am in fact acting in such capacity. I have the authority to

release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of New York.

6. I have carefully read and fully understand all the provisions of this Release of Liability and am freely, knowingly and voluntarily entering into this Release.

SIGNATURES

Signature of Parent or Guardian

Date

Printed Name of Parent or Guardian

Parent or Guardian – Phone Number

Printed Name of Child/Participant

Age/Grade Level