

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Cool Sk8, Inc. d/b/a Kendall Ice Arena and Kendall Ice Arena, Inc. their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CSK8"), I hereby agree to release, indemnify, and discharge CSK8, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ice skating rink activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; collision with other participants, the walls other fixed objects; equipment failure or the failure of other's equipment; objects or conditions on the surface that may cause me to fall; muscular strains and tears, sprains, broken bones and fractures, bruises, abrasions, lacerations, cuts, organ damage, nerve damage, musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; eye injury or loss; tooth damage or loss; psychological damage; the negligence of other participants or persons who may be present; moderate physical activity; food poisoning; my own physical condition, and the physical exertion associated with this activity.

Furthermore, CSK8 personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CSK8 from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CSK8 's equipment or facilities, **including any such claims which allege negligent acts or omissions of CSK8.**
4. Should CSK8 or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against **CSK8**, I agree to do so solely in the state of Florida and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CSK8 on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at CSK8. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____