SKATETOWN'S CAMP COOL & HOCKEY CAMP RELEASE OF LIABILITY & CONSENT TO TREAT FORM Waiver and Release of Liability, Assumption of Risk & Indemnity Agreement

In consideration of being allowed on Roseville Sportworld, Inc. (RSI or Skatetown) premises (including the parking lot), to attend, participate in, spectate, or volunteer in Skatetown on-ice or off-ice activities, and/or to use Skatetown equipment and facilities, I, the undersigned, (Participant) and/or my parent(s)/guardian(s) agree:

1. <u>Waiver and Release of Liability</u>.

- a. Participant and/or Participant's parent(s)/guardian(s) forever release and discharge Skatetown and all of its shareholders, directors, officers, employees, agents, instructors, coaches, volunteers, and affiliated entities/companies ("Releasees") from any and all liability for and forever waive all claims/causes of action for personal injury, disability, property loss/damage or death arising out of, relating to, or caused by activities at Skatetown and/or Releasees' negligence. This waiver and release applies to all activities at Skatetown including, but not limited to, ice skating, ice skating lessons, speed skating, ice go-kart riding, ice tricycle riding, Zamboni riding, ice hockey, broom ball, off-ice activities, including use of party rooms, restaurant and other facilities, activities incidental to those activities, and rental and use of equipment used for on-ice or off-ice activities ("Activities"), whether as an active participant, attendee, spectator, or volunteer.
- b. Participant and/or Participant's parent(s)/guardian(s) intend this waiver and release to be a complete release of Releasees from any and all claims/causes of action for negligence, failure to perform maintenance, to inspect, to supervise or to control the premises, existence of and/or the failure to warn of dangerous conditions existing on the premises, and negligent supervision, training or instruction of employees, volunteers, coaches or any other agent of RSI and any and all rights to recover for personal injuries, disability, property loss/damage or death arising out of, relating to, or caused by activities at Skatetown and/or Releasees' negligence.
- c. Participant and/or Participant's parent(s)/guardian(s) agree not to sue Releases to recover for personal injuries, disability, property loss/damage or death arising from, relating to, or caused by Activities at Skatetown or Releasees' negligence.
- 2. <u>Assumption of Risk of Injury, Disability, Paralysis, Death</u>. Participant and/or Participant's parent(s)/guardian(s) acknowledge and understand participating in or spectating Activities involve risks including bodily injury, partial or total disability, paralysis, and death. These risks and dangers may be caused by the actions/non-actions of the Participant, Participant's parent(s)/guardian(s), or other participants or spectators. It is further acknowledged there may be risks and dangers not known or reasonably foreseeable at this time to Participant or Participant's parent(s)/guardian(s). Participant and Participant's parent(s)/guardian(s) nevertheless assume all risks arising from or related to the conditions and use of Skatetown's ice rinks and premises, and participant or non-participant.
- 3. <u>Agreement to Indemnify</u>. Participant and/or Participant's parent(s)/guardian(s) agree to indemnify and hold harmless Releasees from all liability, claims, demands, causes of action, charges, expenses, costs and attorney fees arising out of or related to Activities at Skatetown whether caused by any act or omission of Participant, Releases or otherwise. Participant and/or participant's Parent(s)/guardian(s) also agree to pay Skatetown for any and all damage to its property, facilities and equipment caused by them.
- 4. <u>Consent and Agreement</u>. Participant and/or participant's Parent(s)/guardian(s) acknowledge they have read the above, have not relied upon any representations of RSI or Releasees, and are fully aware of the potential dangers of Activities on Skatetown premises. Minor participant's parent(s)/guardian(s) agree they have assessed their minor's age, experience and capabilities, understand the nature of the activity(ies) in which their minor will participate, and consent to such participation under this Agreement. This Agreement is effective against Participant, Participant's parent(s)/guardian(s)) and each of their heirs, executors, administrators and assigns.
- 5. <u>Severability</u>. If any term or provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such term or provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such term or provision as applied to other persons, places, and circumstances shall remain in full force and effect.

I HAVE READ THE ABOVE AND AGREE.

Date	Participant Name [Print]	Participant [Signature]
Date	Participant's Parent or Guardian Name [Print] (Required if participant is under the age of 18)	Participant's Parent or Guardian [Signature]

Skatetown Ice Arena, 1009 Orlando Avenue, Roseville CA 95661 ♦ 916.783.8550

S:\General\Forms\Camp Cool\2019\3 Consent to Treat.doc

Consent to Treat

This is to certify that on this date, I ______, as parent or guardian of ______, give my consent to Skatetown and its representative to obtain medical care from any licensed physician, hospital or clinic for the above-mentioned minor, for any injury that could arise from participation in Camp Cool.

	Camper's Medical History	
Camper's Name:		Date:
Address:		
Daytime Phone:	Evening Phone:	
If said minor is covered by any insurance	e company, please complete the follow	ing:
Name of insurance company:		
Address:		
Policy Number:		
v	/ho to contact in case of an emerger	ncy?
Name:	Relationship:	
Daytime Phone:	Evening Phone:	
Physician's Name:	Physician's P	hone:
Hospital of choice:		

Please complete the following

If the answer to any of the following questions is or was yes, please describe the problem and its implications for proper first aid treatment on a separate piece of paper. Have you had (or do you presently have) any of the following?

	Circi	e One
Head injury (concussion, skull fracture)	Yes	No
Fainting spells	Yes	No
Convulsions/epilepsy	Yes	No
Neck or back injury	Yes	No
Asthma	Yes	No
High blood pressure	Yes	No
Kidney problems	Yes	No
Hernia	Yes	No
Diabetes	Yes	No
Heart murmur	Yes	No
Allergies	Yes	No
Specify:		
Injuries to:		
Shoulder	Yes	No
Knee	Yes	No
Ankle	Yes	No
Fingers	Yes	No
Arm	Yes	No
Other:		
Impaired vision	Yes	No
Impaired hearing	Yes	No
Heaveur can ar doughter had a recent totanup heapter?	If an when?	

Has your son or daughter had a recent tetanus booster? _____ If so, when? ____

Is your son or daughter currently taking any medicati	ions? What? Why?
Has the doctor placed any restrictions on your son's	or daughter's activities?
Explain:	
Signed:(Parent)	Date:
Camper's Name:	