



# Dobson Parks & Recreation

## RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS

The Participant and/or Participant's parent(s) or guardian(s) named below (hereinafter collectively "the Participant" and "the Releasing Party") acknowledges that skating is an inherently dangerous activity that involves the risk of accidents, property damage, serious bodily injuries and death. By signing this Release, the Participant/Releasing Party assumes full responsibility for any risk of injury, property damage, or death arising out of the Participant's use of the skating rink (hereinafter "The Rink") owned and operated by the Town of Dobson (hereinafter "the Town"). The Participant agrees that the Town, including without limitation, all affiliates, departments, divisions, officers, directors, attorneys, employees, agents, assigns, representatives, successors and/or assigns of the Town, are not responsible for any injury or damages of the Participant arising out of, or related to, the Participant's use of the Rink or any rental equipment provided at the Rink. The Participant/Releasing Party hereby waives, releases, and forever discharges any and all claims for damages, loss, personal injury, or death that the Participant may encounter related to or arising out of the Participant's activities at the Rink.

This Release is intended to fully and completely discharge the Town and any and all sponsors of the Rink, their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liability for any loss, damage, or expense suffered by the Releasing Party, its heirs, agents, assigns and legal representatives may as a result of the Participant's use of the Rink, surrounding areas, and any rental equipment provided at the Rink, from any cause whatsoever, including without limitation, any act, omission, error, negligence or breach of contract on the part of the Town, or any sponsors of the Rink, in the operation, supervision, design, maintenance, or condition of the Rink, surrounding areas and any rental equipment provided.

This Release is intended to be as broad and inclusive as permitted by law and is intended to be effective and binding upon the Participant/Releasing Party's heirs, guardians, conservators, executors, administrators, trustees, agents, and/or assigns.

The Participant/Releasing Party certifies that: (a) the Participant has been advised to consult a physician before using the Rink; (b) the Participant is in good physical health sufficient to use the Rink; (c) the Participant is not under the influence of alcohol or any illegal drugs; and (d) the Participant is not taking any medication that would prevent the Participant from safely using the Rink.

The Participant agrees to follow all rules posted at the Rink and surrounding areas, and instructions from the operating staff of the Rink. Failure to follow the rules posted at the Rink and surrounding areas, or instructions from the operating staff of the Rink may result in the immediate termination of the Participant's use of the Rink, surrounding areas, and rental equipment without refund. The Releasing Party agrees to, at its sole expense, and with legal counsel reasonably acceptable to the Town and the Town, defend, indemnify and hold harmless the Town from and against any and all accidents, injuries, liability, claims, costs or expenses related to any act, error, omission, or negligence of the Participant, arising out of, or related to, the Participant's use of the Rink and surrounding areas, and rental equipment provided at the Rink. The Participant/Releasing Party hereby authorizes the Town to use any photographs, videotapes, recordings or any other records taken of the Participant while at the Rink and surrounding areas for publicity, advertising, or any other legitimate purpose.



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BY SIGNING THIS RELEASE, I UNDERSTAND THAT I AM RELEASING THE TOWN OF DOBSON AND ANY AND ALL SPONSORS OF THE RINK FROM ANY POTENTIAL CLAIMS FOR DAMAGES CAUSED BY ANY ACT, ERROR, OMISSION OR NEGLIGENCE OF THE TOWN OF DOBSON, OR THE RINK'S SPONSORS.

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Participant's Signature (if over 18): \_\_\_\_\_ Date: \_\_\_\_\_

This is to certify that I, as parent or guardian with legal responsibility for the Participant, on behalf of the Participant and myself, and our successors, agents and/or assigns, do consent to and agree to be bound by to the terms of this Release. I further agree that I will not leave the Rink area and will remain in a location close enough to supervise and remain responsible for the Participant's safety.

Parent/Guardian Signature: \_\_\_\_\_

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