

RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS

The Participant and/or their parent(s) or guardian understands, acknowledges, and agrees that ice skating is an inherently dangerous and physically demanding activity. Participant and/or their parent(s) or guardian assumes full responsibility for any risk of injury, property damage, or death while Participant is participating in activities at this establishment.

Participant and/or their parent(s) or guardians hereby waive any and all claims including, but not limited to, bodily injury including death and property damage they may have against the City of Batesville and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents, managers, council members and volunteers arising out of Participant's use of the ice skating rink and all surrounding areas.

Participant and/or their parent(s) or guardians hereby release and hold harmless the City of Batesville and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents, managers, council members and volunteers from any and all liability for any loss, damage, or expense that the Participant or their respective heirs, assigns and legal representatives may suffer as a result of Participant's use of the ice skating rink, from any cause whatsoever, including but not limited to, active or passive negligence or breach of contract on the part of the City of Batesville and all sponsors of the ice rink establishment, in the operation, supervision, design, maintenance, or condition of the ice surface, or of the ice rink and all surrounding areas.

Participant agrees to abide by the rules set by the Parks and Recreation Department, for the use of the ice skating rink and will follow the instructions of the operating staff of the rink. Failure to follow these rules and codes of conduct may result in the termination of Participant's use of the ice skating rink, the rental ice skates, the future use of the ice skating rink and the surrounding areas without refund, all with the discretion of the City of Batesville.

BY SIGNING THIS RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS (On provided receipt), I UNDERSTAND THAT I AM RELEASING THE CITY OF BATESVILLE AND ALL SPONSORS OF THE ICE RINK ESTABLISHMENT FROM ANY POTENTIAL CLAIMS FOR ACTIVE OR PASSIVE NEGLIGENCE AND FOR ANY DAMAGES CAUSED BY THE CITY OF BATESVILLE. I ALSO HEREBY GIVE CONSENT FOR EMERGENCY MEDICAL CARE PRESCRIBED BY A DULY LICENSED DOCTOR OF MEDICINE OR DENTISTRY. THIS CARE MAY BE GIVEN UNDER WHATEVER CONDITIONS ARE NECESSARY TO PRESERVE LIFE, LIMB, OR WELLBEING.

RELEASE OF IMAGE: I grant permission to the City of Batesville, its employees and agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, audio recordings, and audio clips or accompanying written descriptions. The images may be used in any matter or media without notifying me, such as City of Batesville sponsored web sites, publication, promotions, broadcasts, advertisements, posters and theater slides. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I release the City of Batesville and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking or use of the images or printed material used with the images. I have read this release before signing, I understand its contents, and I freely accept the terms.

FOR PARTICIPANT UNDER 18 YEARS OF AGE

This is to certify that I, as parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I release and agree to indemnify the City of Batesville and all sponsors of the ice skating rink establishment and their subsidiaries, affiliates, parents, officers, directors, employees, agents, managers, council members and volunteers from any and all liabilities incident to the minor child's involvement or participation in the ice skating activities offered by the ice skating rink establishment, even IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE CITY OF BATESVILLE AND OR A SPONSOR of the ice skating rink establishment to the fullest extent permitted by law.

Signature



Date of Event

