



### **Release of Liability**

**Acknowledgment and Assumption of Risk.** Parent hereby acknowledges and understands that Skating Activities involve risk. Parent represents that Parent has had the full and fair opportunity to understand and appreciate the magnitude of the risk of such activities and voluntarily assumes any and all risk of injury to the Child while engaged in any activity of any kind involving or related to Skating Activities.

**Release.** Parent, on behalf of the Parent and the Child, hereby agrees to release and discharge Radius Edge Power Skating LLC and any person associated with Radius Edge Power Skating LLC involving Skating Activities, and their agents, successors, heirs, and representatives, all of whom will hereinafter be referred to collectively as "Radius Edge Power Skating", from any and all claims, liabilities, obligations, causes of action, costs, losses or demands, of whatever nature, whether at law or in equity, that Parent or Child or their administrators, executors, heirs and assigns, may have as a result of any personal injury or harm, or any other cause of any kind or character, sustained or suffered by Child during, arising out of, or as a result of any activity involving Skating Activities, or any other physical or athletic activity or instruction or sport conducted or carried on by Radius Edge Power Skating on or about Raymond J Bourque arena. This release of liability includes, but is not limited to, any injuries suffered as a result of the condition of the premises where the Skating Activities take place. Parent acknowledges and agrees that by virtue of this release should any injury of any kind or character occur to Child, while participating in the Skating Activities, neither the Parent nor Child will have any legal recourse against Radius Edge Power Skating for any damages, costs or expenses associated with such injury.

**Indemnification.** Parent agrees to hold Radius Edge Power Skating harmless from and defend Radius Edge Power Skating against any and all claims or liability for any injury or damages to any person, including but not limited to, Child or any property (1) incurring in or about the Raymond J Bourque arena; (2) occurring as a result of the participation in any activity associated with the Raymond J Bourque arena; and (3) any injury occurring during or in or about any Skating Activities.

**Covenant Not to Sue.** Parent, on behalf of Parent and on behalf of Child, hereby covenants and agrees not to institute any action of any kind against Radius Edge Power Skating involving any claim.

**Medical Insurance.** Parent, on behalf of Parent and on behalf of Child, hereby represents and warrants to Radius Edge Power Skating that Parent has obtained insurance, including but not limited to, medical insurance in an amount sufficient to cover any loss and/or injury associated with participating in Skating Activities.

**Loss of Property.** Radius Edge Power Skating is not the insurer of any personal property brought on to the premises by either the Parent or the Child. It shall be the responsibility of Parent and Child to safe keep any valuables or personal property. Parent on behalf of Parent and the Child hereby release Radius Edge Power Skating for any claims or liability resulting from the loss or theft of any personal property of Parent or Child.

**Arbitration.** In the event Parent, on Parent's own behalf or on behalf of the Child, asserts any type of claim against Radius Edge Power Skating, Parent, on behalf of Parent and on behalf of Child, hereby agrees to arbitrate any such dispute or any other dispute arising out of Skating Activities as well as any other claim of any kind against Radius Edge Power Skating. The Arbitration shall be conducted by a mutually accepted Arbitrator who has personal knowledge of the types of risks associated with ice skating activities and has at least five years experience as an Arbitrator, and/or Superior Court Judge.

**Authorization to Contact Emergency Services.** Parent, on behalf of Parent and of Child, in the event of an emergency, hereby authorizes Radius Edge Power Skating and any other representative of Radius Edge Power Skating to contact and deliver the Child to any emergency service provider if in their sole discretion such action is necessary. Parent, on behalf of Parent and of Child, hereby releases Radius Edge Power Skating from any and all claims, liabilities or obligations, causes of action or demands caused by such contact or delivery to any such emergency service provider.

**Understanding of Agreement.** Parent, on behalf of Parent and of Child, affirm and acknowledge that Parent has read this Agreement and has had the opportunity if desired to have it fully explained by counsel of choice, and that the Parent fully appreciates the words and terms used in this Agreement and their effect, and that it is executed by Parent's own free will without reliance upon any representation or warranty of any kind or character made by Radius Edge Power Skating to Parent or Child.

**Warranty of Authority.** If the Child who participates in the Skating Activities has two parents and only one parent signs this Agreement, the Parent who signs represents and warrants to Radius Edge Power Skating that the Parent has the full authority and power to act for both Parents and indemnifies and holds harmless Radius Edge Power Skating from any claims made by the non-signing Parent whether made on the non-signing Parent's own behalf and/or on behalf of the Child.

#### RELEASE OF LIABILITY / ACKNOWLEDGEMENT OF RISK

Name\_\_\_\_\_

Address\_\_\_\_\_

Town State Zip\_\_\_\_\_

Home Phone\_\_\_\_\_Mobile\_\_\_\_\_

Mothers Name\_\_\_\_\_Fathers Name\_\_\_\_\_

Medical Insurance Carrier\_\_\_\_\_

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Parent or Guardian signature:

Date: