

## ASSUMPTION OF RISK, WAIVER AND RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration of the opportunity to participate in Learn to Skate USA, and/or ImOn Ice events and activities included but not limited to Freestyle Ice, Stick Time, the undersigned, individually, and on behalf of his/her heirs, personal representatives, administrators, agents, successors and assigns (collectively referred to herein as "Participant"), AGREES TO ASSUME THE RISK AND RESPONSIBILITY, TO RELEASE AND TO INDEMNIFY the City of Cedar Rapids, ImOn Ice, ImOn Communications LLC., VenuWorks of Cedar Rapids, LLC., VenuWorks, Inc. their directors, officers, members, employees, officials, committees, volunteers, affiliates, sponsors, representatives, agents, successors and assigns, (collectively referred to herein as "ImOn Ice"), as follows:

**1. Assumption of Risk and Responsibility.** Participant fully understands and appreciates the risks of injury that may occur in ice skating or while preparing for, participating in and traveling to or from the events and activities. The risks of injury that may occur include, but are not limited to, the risk of serious bodily injury, viral infections, bacterial infections and the risk of other communicable diseases and illness, permanent disability, paralysis and death (collectively referred to herein as "Risks"). Participant acknowledges that Participant voluntarily engages in such events and activities with adequate knowledge of such Risks; and agrees that Participant fully assumes all such Risks and all legal and financial responsibility for (a) any and all injuries or damages, whether to person or property, that Participant may in any manner sustain in connection therewith or in the conduct and management of the events and activities, including such injury or damage that may result from the negligence of ImOn Ice or from some other cause and (b) all treatment, hospitalization and other care rendered to Participant in the event of Participant's illness, injury or other emergency circumstance in connection with participation in the events and activities, subject to any applicable insurance coverage.

**2. Release and Indemnification.** Participant hereby fully and forever releases, discharges, holds harmless, and agrees to indemnify ImOn Ice from and against any and all liabilities, claims, demands, lawsuits, damages, and judgments, present or future, known or unknown, valid or invalid, direct or consequential, together with reasonable costs and attorneys' fees, which result directly or indirectly from damages, losses, injuries or death to Participant, Participant's property, other persons or property incurred during or in connection with any activities associated with or being a part of the events and activities and the conduct and management thereof, including any participation, travel or medical treatment, hospitalization or other care rendered in connection with the events and activities, whether such loss, damage, injury or death results from the negligence of ImOn Ice or from some other cause.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE, AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.**

---

Participant / Skater Name & Signature

---

Date

---

Parent/Guardian Name & Signature (if participant is under the age of 18)

---

Date

---

Emergency Contact Name, Relationship, Phone Number

---

Participant or Parent/Guardian Email if participant is under the age of 18

---

Participant Address