

PLEASE READ CAREFULLY

BY RENTING SKATES OR OTHER SKATING EQUIPMENT YOU ARE AGREEING AS FOLLOWS:

ASSUMPTION OF RISK: I am aware that ice skating involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that the use of skating equipment can involve risk of personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while skating at the Arena or using this equipment. I further recognize and acknowledge that the risks inherent in the sport of skating can be greatly reduced by: taking lessons, abiding by the Rules & Regulation's and/or the Responsibility Code and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of the loan or rental to me of the listed ice skating equipment, I hereby agree to the fullest extent permitted by law, as follows:

- 1. **TO ACCEPT FOR USE AS IS**, the equipment described in this Agreement, and to keep it in my possession at all times.
- 2. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Venue, Arena, Magic Ice USA or the Rental Shop.
- 3. **TO RELEASE** the Venue, Arena and Magic Ice USA from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my use of the equipment described in this Agreement, due to any cause whatsoever, including negligence or breach of contract regarding the design, manufacture, selection, installation, maintenance or adjustment of the equipment.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what I set forth in this Agreement