

# RAILYARD ICE RINK

## RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS

Participant(s): (1) \_\_\_\_\_ Age: \_\_\_\_\_  
(2) \_\_\_\_\_ Age: \_\_\_\_\_  
(3) \_\_\_\_\_ Age: \_\_\_\_\_  
(4) \_\_\_\_\_ Age: \_\_\_\_\_  
(5) \_\_\_\_\_ Age: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Participant and/or their parent or guardian hereby waive any and all claims including, but not limited to, bodily injury, including death, and property damage they may have against Railyard Entertainment, LLC, Railyard Promotional Association, TDP Phase One, LLC, WRK Real Estate, LLC and all sponsors of the ice rink establishment and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers (the "Indemnitees") arising out of Participant's use of the ice skating rink and all surrounding areas.

Participant and/or their parent or guardians hereby INDEMNIFY, RELEASE and HOLD HARMLESS to the fullest extent permitted by law the Indemnitees 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, negligence or breach of contract on the part of Indemnitees, in the operation, supervision, design, maintenance, or condition of the ice surface, or of the ice rink and all surrounding areas, even if arising from negligent acts or omissions of Indemnitees to the fullest extent permitted by law.

Participant agrees to abide by the Skater Code of Conduct, all rink rules and regulations and posted signs and will follow the instructions of the operating staff of the rink. Failure to follow these rules and instructions may result in the termination of Participant's use of the ice skating rink, the rental ice skates, and the surrounding areas without refund.

Participant permits Indemnitees to use any photographs, videotapes, recordings or other records taken while on the ice skating rink premises for publicity, advertising, or any other legitimate purpose.

BY SIGNING THIS RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS, I UNDERSTAND THAT I AM RELEASING INDEMNITEES FROM ANY POTENTIAL CLAIMS FOR NEGLIGENCE AND FOR ANY DAMAGES CAUSED BY INDEMNITEES' NEGLIGENCE.

Participant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

### FOR PARTICIPANT UNDER 18 YEARS OF AGE

This is to certify that I, as parent or guardian with legal responsibility for each Participant, do consent and agree to his/her release as provided above and consent to said release on my own behalf. I, for and on behalf of myself and each Participant, release and AGREE TO INDEMNIFY Indemnitees from any and all liabilities, claims, demands, losses, costs, liabilities and responsibilities arising from or in any way relating or 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 NEGLIGENCE OF Indemnitees to the fullest extent permitted by law. I expressly agree that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nebraska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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