

# Winterfest Spencer on Ice Waiver and Liability Release

I acknowledge the inherent risks involved in ice skating. Accordingly, in consideration of being allowed to participate in any skating activities at Winterfest Spencer on Ice, I agree to the following:

As my participation in Winterfest Spencer on Ice activities, I, hereby release and discharge, indemnify and hold harmless the Winterfest Spencer on Ice Planning Team, Spencer Partnership, Inc., RBC Holdings of Rowan, LLC, Town of Spencer and its town board, agents, contractors, employees, and any other persons or entities acting on its behalf, and its successors and assigns, for any and all of the aforementioned persons and entities against all claims, demands costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any property loss, bodily injury, disability and/or death and the consequences resulting therefore arising from my activities and participation in Winterfest Spencer on Ice.

I acknowledge for myself and/or my child, and fully understand that I will be knowingly and voluntarily engaging in an activity that involves risk of serious injury, which may include permanent disability, even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others. I further acknowledge for myself and/or my child, that there may be risks inherent in the activity that are not known to me or not reasonably foreseeable.

I agree prior to participating in any activity at Winterfest Spencer on Ice I will inspect the equipment to be used. If I determine that anything is damaged or unsafe, I will immediately advise a volunteer or team member and will not participate, nor allow my child to participate, until corrected.

I, for myself and/or my child, agree to assume all the foregoing risks and accept personal responsibility for myself and/or my child's own damages following such injury, permanent disability, or death. This Waiver and Release of Liability is signed voluntarily of my own free will.

I agree that the Releasees have the right to use my and my child's name, likeness, photographs, and recordings of us (collectively, our "Likeness") for marketing and publicity purposes in any and all media now known or developed in the future.

I have read this Waiver and Release of Liability in its entirety and understand that it is a release of claims and a waiver of liability regarding my participation in this activity. I further understand that by signing below I have given up substantial rights. I warrant, represent, and agree that I have the full power and authority to enter this Waiver and Liability Release.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

## Parental Consent (For participants under the age of 18)

I, the parent or legal guardian, have read the Waiver and Liability Release and agree to its terms on behalf of my child and myself. I understand that by signing below I am giving up substantial rights on behalf of my child and myself.

Parent/Legal Guardian Signature: \_\_\_\_\_

Child's Name \_\_\_\_\_ Age: \_\_\_\_\_

Child's Name \_\_\_\_\_ Age: \_\_\_\_\_

Child's Name \_\_\_\_\_ Age: \_\_\_\_\_

Child's Name \_\_\_\_\_ Age: \_\_\_\_\_