

Frenchtown Roller Rink, Inc.

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Read and understand the following waiver statement before signing. ALL participants MUST sign and date this form. If the guest is 17 years of age or younger, the parent/guardian must also print and sign their name and date this form.

In consideration of receiving permission from **FRENCHTOWN ROLLER RINK INC.**, or any of their agents, designees, assigns, employees, successors, and/or heirs (hereinafter referred to as **RELEASEES**), to roller skate, play hockey, take lessons, participate or be a spectator in any event sponsored by or otherwise held at the premises under the control of any of the above mentioned entities, their affiliates, agents, designees, assigns, employees, successors, and/or heirs, **I HEREBY EXPRESSLY AGREE:**

- (1) TO ASSUME ALL RISK AND RESPONSIBILITY for any injuries or other damage I may sustain and any damages I may cause to **FRENCHTOWN ROLLER RINK INC.**, its employees, agents, designees, assigns, successors, and/or heirs, guests, invitees or lessees or any other person in connection with my reason for being on the premises under control of **THE RELEASEES** (including anything in connection with equipment rented from the above mentioned entities or their affiliates).
- (2) TO RELEASE **THE RELEASEES**, from ALL CLAIMS OF LIABILITY for any injuries which I may sustain or any damage that may be caused to me or my property in connection with my activities at the **FRENCHTOWN ROLLER RINK INC.** (including, without limitation, injuries that may be caused from any equipment I may rent even if my injuries are caused in whole or in part by the negligence or fault of **THE RELEASEES**, their employees or instructors).
- (3) I WILL NOT SUE OR BRING LEGAL ACTION AGAINST the above named **RELEASEES**, their affiliates or their respective administrators, employees, or instructors and owners or lessors of the property;
- (4) That the undersigned individual is in adequate physical condition to participate in the event(s) at the **FRENCHTOWN ROLLER RINK INC.**;
- (5) I authorize **THE RELEASEES** to use photographs, videotape, or any other record of the events, which may depict me, at their discretion, without compensation paid to me;
- (6) I acknowledge that the rules and regulations of the **FRENCHTOWN ROLLER RINK INC.**, as well as the Duties and Responsibilities of Roller Skaters as set forth under the Laws of the State of New Jersey are posted throughout the premises and which State Law as pertaining to the Responsibilities of Roller Skaters are as follows:
EACH ROLLER SKATER SHALL:
 - a. Maintain reasonable control of his/her speed and course at all times;
 - b. Heed all posted signs and warnings;
 - c. Maintain a proper outlook to avoid other roller skaters and objects;
 - d. Accept the responsibility for knowing the range of his/her own ability to negotiate the intended direction of travel while on roller skates and to skate within the limits of that ability; and
 - e. Refrain from acting in a manner which may cause or contribute to the injury of himself/herself or any other person; and I agree to obey said rules and regulations and all State Laws. I fully understand that roller skating is a very dangerous sport and recreational activity. I acknowledge and fully understand that each skater and participant will be engaging in activities that involve the risk of serious injuries (including temporary or permanent); death and social economic losses which might result from the **RELEASEES** actions, inactions or negligence, but also actions, inactions or negligence of others, the conditions of the premises or any equipment use and/or rental. Further, there may be other risks not known to the **RELEASEES** and myself not reasonably foreseeable at this time that shall be included in this Release.
- (7) I understand that if I feel there is insufficient supervision or that the **RELEASEES** are not complying with their duties and responsibilities posted, I shall cease my activity and advise the **RELEASEES** of the condition.
- (8) Should any provision of the Release be held invalid or unenforceable by any Court of competent jurisdiction, all other provisions shall continue in full force or effect.
- (9) I acknowledge that there have been no representations made to me by the **RELEASEES** and I AGREE TO HOLD **THE RELEASEES** HARMLESS for any injury or loss that I may cause to any other individual or the premises while on the premises. I FURTHER AGREE TO INDEMNIFY the above set forth **RELEASEES** in the event of any such injury or loss for which they may be held responsible.
- (10) This RELEASE shall be in full force and effect notwithstanding the fact that I may be utilizing or otherwise renting equipment or other products owned or otherwise controlled by **RELEASEES**.
- (11) I am at least (18) years of age or I am the parent/guardian of the individual named below, and have the legal capacity to enter into this waiver and release.

I HAVE READ THE ABOVE WAIVER AND RELEASE. I FULLY UNDERSTAND IT AND ENTER INTO IT FREELY AND VOLUNTARILY.

Print name of Participant: _____ Date of Birth: ____/____/____
 Print name of Participant: _____ Date of Birth: ____/____/____
 Print name of Participant: _____ Date of Birth: ____/____/____
 Print name of Participant: _____ Date of Birth: ____/____/____

Signature of Adult: _____ Today's Date: ____/____/____
 Printed Name: _____

Emergency Phone No: _____

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COVID-19 WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Read and understand the following Covid 19 waiver statement before signing. ALL participants MUST sign and date this form. If the guest is 17 years of age or younger, the parent/guardian must also print and sign their name and date this form.

We have reopened our facility consistent with guidance from local, state, and federal government agencies and officials which is designed to limit the spread of the virus (SARS-Co-V2) that causes COVID19. However, we are not insurers of your health safety during the COVID19 pandemic and/or other influenza pandemic. While we are glad that you have chosen to come to our facility, you understand and agree that roller skating and the other activities offered in our facility are communal and social activities. When you enter our facility, you acknowledge and understand that you could come into contact with other persons who may be ill and contagious and may be unaware of his or her condition. By coming into contact with other persons, you may be exposed to the virus (SARS-CoV-2) that causes COVID19 and/or influenza which increases the risk of serious illness or injury, permanent disability and death to the Participant. By entering our facility, you agree to waive any claim or cause of action against us arising out of the corona virus, COVID19, or other influenza, including any claim of our own negligence. In addition, by entering our facility, you consent to any admission requirements that we may require, including answering questions about your health.

I am at least (18) years of age or I am the parent/guardian of the individual named below, and have the legal capacity to enter into this waiver and release.

I HAVE READ THE ABOVE WAIVER AND RELEASE. I FULLY UNDERSTAND IT AND ENTER INTO IT FREELY AND VOLUNTARILY.

Print name of Participant: _____ Temperature: _____ Date of Birth: ____/____/____

Print name of Participant: _____ Temperature: _____ Date of Birth: ____/____/____

Print name of Participant: _____ Temperature: _____ Date of Birth: ____/____/____

Print name of Participant: _____ Temperature: _____ Date of Birth: ____/____/____

Signature of Adult: _____ Today's Date: ____/____/____

Printed Name: _____

Emergency Phone No: _____

Address: _____
