

Skate at your Own Risk. January 14-22, 2023

Informed Consent, Voluntary Waiver, Release of Liability and Assumption of the Risk Agreement

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY THE PARTICIPANT (AND/OR PARTICIPANT'S PARENT OR LEGAL GUARDIAN) BEFORE ANY PARTICIPANT IS ALLOWED TO PARTICIPATE IN THE FOLLOWING REFERENCED ACTIVITIES.

I, the undersigned Participant (and/or, for all purposes herein, Participant's parent/legal guardian for participants under 18 years of age, as applicable), hereinafter referred to as "Participant," hereby acknowledge that I willingly and voluntarily agree and consent to participate in the Sporting activities /ICE skating event (the "Event") provided by All Year Sports Galaxy, LLC, and The Frick Pittsburgh (The "Event Parties").

I wish to participate in the above referenced sporting activities, in consideration for my participation, I hereby agree to the terms and conditions set forth below.

Due to the 2019-2022 outbreak of the novel Coronavirus ("COVID-19") and to comply with current CDC COVID-19 guidance, I acknowledge the following prior to participating in the sporting activities /Roller rink ("activities"). I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities recommend wearing a face covering (i.e., mask) and practicing social distancing. I further acknowledge that the Event Parties have put in place certain health and safety measures aimed at mitigating the spread of COVID-19.

I further acknowledge that the Event Parties cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other participants and their families. I acknowledge that actions undertaken by me and/or any other parties during my visit to the rink may contradict with guidelines issued by the CDC and/or other regulatory and self-regulatory organizations and governmental entities, resulting in exposure to and/or infection by COVID-19. I acknowledge that exposure to/contraction of COVID-19 may result in severe and permanent damage to my health and/or the health of others, including, without limitation, death, fever, weight loss, irreversible pulmonary, respiratory and/or neurological system damage, mental or emotional distress, temporary or permanent disability, loss of income, loss of employment, loss of financial or other opportunities, medical expenses (which may or may not be covered by insurance), cleaning expenses, mandatory self-quarantine, and other harms, and lost opportunities, whether economic, reputational or otherwise. I am voluntarily seeking the services of and participating in the Event provided by the Event Parties, I acknowledge that I may be increasing my risk of exposure to COVID-19 by seeking and participating in the same. I acknowledge that I must comply with all policies/procedures required by the Event Parties while attending my visit to the Event space. I understand and agree that, in the event of my failure to comply, the Event Parties reserve the right to refuse my entry to and/or eject me from the event space without any liability or obligation in connection therewith. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever (over 100.4 F), chills, repeated shaking with chills, muscle pain, headache, sore throat, nausea, diarrhea, or new loss of taste or smell. I have not been exposed to someone with a suspected and/or confirmed case of COVID-19.

I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.

I agree to follow and have been following all CDC recommended guidelines to limit my exposure to the COVID-19.

I agree to each statement above relating to the COVID-19 and, in full knowledge and complete assumption of the risks, I, for myself and on behalf of my related individuals or associated entities (the "Releasing Parties") hereby agree that the Releasing Parties will not sue or claim against the Event Parties and/or any of its/their parents, subsidiaries, affiliates, or each of their officers, agents, representatives, employees, contractors, sponsors, or other related entities (the "Released Parties") for, and hereby release such Released Parties from, any and all injury, illness, damage, loss, harm, or liability arising out of or in any way related to any Released Party's preparation for, travel for, attendance at, appearance at and/or participation in my visit to the sport Activities/Ice rink - event space.

I hereby represent and warrant, on behalf of myself as Participant, that the Participant does not have any known medical conditions or disabilities which may be incompatible with the safe participation in sporting and/or related activities. Participant further agrees that all Participants under the age of 18 shall remain the responsibility of a parent or legal guardian while on the Premises.

I, for myself and on behalf of any Releasing Parties, permits and consents without reservation to the capture and use by the Released Parties of any photographs, motion pictures, audio or video tapes, other recordings, including any image and/or likeness, name, voice, biographical information, or any other material of Releasing Parties captured therein, taken while participating in this activity for promotional, instructional, business or any other lawful purposes, in perpetuity, throughout the world, in any media, whether now known or hereinafter devised, without any compensation or approval.

I, for myself and on behalf of any Releasing Parties, hereby release and agree to indemnify, defend, and hold the Released Parties harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs,

expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the sporting activities - event space, or that may otherwise arise in any way in connection with any services received from any Released Parties.

I, for myself and on behalf of any Releasing Parties, understand that this release discharges the Released Parties from any liability or claim that I, the Releasing Parties, and my/their heirs, or any personal representatives may have against the sporting activities - event parties with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the Released Parties and/or otherwise related to my participation in the Event. This liability waiver and release extends to the Released Parties together with all owners, partners, volunteers, and employees.

I am aware that these activities are hazardous activities and that I could be seriously injured or even killed. I am voluntarily participating in these activities with knowledge of the danger involved and agree to assume any and all risks of bodily injury, death, or property damage, whether those risks are known or unknown.

As consideration for being permitted by the Event Parties, and any lessor of the activities (event) premises ("Lessor"), to participate in these activities and use the event premises and facilities, I forever release the Released Parties, the State, the Lessor, any event affiliated organizations, and their respective directors, officers, employees, volunteers, agents, contractors, volunteers, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, the Releasing Parties, and my/their assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence other acts, whether directly connected to these activities or not, and however caused, by and Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, the Releasing Parties, and my/their assignees, heirs, distributees, guardians, next of kin, spouse and legal representative will not make a claim against, sue or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I, hereby release, waive, discharge and covenant not to sue the Released Parties from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to me or loss that I may suffer while participating and/or traveling to or from the activities. I recognize that I may be giving up, among other things, certain limited rights to sue the Released Parties for injuries, damages, or losses I may incur by virtue of my participation in the activities. This agreement is binding on my heirs and assigns. Furthermore, I understand that the Released Parties will not be liable if I fail to cooperate with the rules of the facility and that any infraction of the rules may result in immediate dismissal from the activity and/or the Event at my expense. I agree to abide by all the rules and regulations stated by the Event Parties, the site organization, and the staff. Participant acknowledges that he/she has been provided with and has read the above paragraphs and has not relied upon any representations of the Releasee, and that he/she is fully advised of the dangers of ice skating and/or related activities and signs this Agreement freely and voluntarily. Participant agrees that this Agreement shall be governed by the laws of the State of PA

WAFOR PARTICIPANT UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST SIGN THE FOREGOING AGREEMENT AND CAREFULLY READ AND COMPLETE THE FOLLOWING SECTION. I, the undersigned, am the parent or legal guardian of the named minor child and hereby warrant and acknowledge that I have knowingly executed the foregoing Agreement for and on behalf of myself and the minor named herein. As the parent or legal guardian of such minor, I hereby unconditionally and voluntarily bind and legally obligate myself, the named minor, and our respective executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing provisions and Agreement. I specifically warrant and represent to the Event Parties, and each of the Released Parties that I have the legal power, capacity and authority to act for and on behalf of the minor named herein and I hereby indemnify, agree to defend and hold harmless the Event Parties, and the Released Parties, and each of them, for any cost or expense incurred, claim or demand made, damage or loss suffered, and/or liability or responsibility threatened or assessed against them as a result of or arising out of any insufficiency in my legal capacity or authority to act for and on behalf of the named minor in the execution of or commitment to the foregoing Agreement.

This Agreement contains the entire agreement between the parties to this agreement and the terms of this Agreement are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I AM SIGNING THIS AGREEMENT UNDERSTANDING THAT I AM WAIVING SUBSTANTIAL RIGHTS (INCLUDING MY RIGHT TO BRING CLAIMS AND SEEK CERTAIN REMEDIES AND BRING CLAIMS IN COURT), AND ACKNOWLEDGE THAT I AM SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO PROVIDE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. MY SIGNATURE ON THIS DOCUMENT IS INTENDED TO BIND NOT ONLY MYSELF AND MY CHILD(REN) BUT ALSO THE SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS OF MYSELF AND MY CHILD(REN).

Name of skater _____ Age _____

Signature of skater if 18 or older or parent if younger
