

**Email:** \_\_\_\_\_



# Participant Waiver

----- Please Read Before Signing -----

In consideration of being allowed to participate in any way in the ice skating program, related events and activities at Fidelity Bank Worcester Ice Center

I \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in ice hockey, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in ice skating and ice hockey. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Fidelity Bank Worcester Ice Center

; ESG Associates, Inc. its members, officers, agents, shareholders, Worcester Sports Center LLC as the Licensor's Beneficiary, the Commonwealth of Massachusetts acting as the Overlord, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. Arbitration: In further consideration of allowing me to participate in the aforementioned activities, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the facility arising from my activities at the facility. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

6. I understand that my child's photo may be taken during events and may be used for advertising/ media purposes without my objection.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_  
Signature of participant

Date Signed: \_\_\_\_\_

DOB \_\_\_\_\_ Age: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE MUST BE 18+

X \_\_\_\_\_  
Signature of Parent/ Gaudian

Date Signed \_\_\_\_\_

Emergency Phone Number \_\_\_\_\_