

Waiver for Each Individual Minor Child Attending Skate Zone with a Group

Name and Address of Responsible Adult

Name and Address of Minor Child

Participant Agreement, Release and Assumption of Risk (The Agreement) – Skate Zone

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as “Child”, to use the Skate Zone facilities and equipment located at 8125 Lake Worth Road, Lake Worth, FL 33467, (the “Skate Zone”). In consideration for being allowed to use said facilities and equipment, and any other services provided by Skate Zone or its employees or agents at said location, or any other location within the State of Florida, I represent, acknowledge and agree as follows:

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to Skate Zone, Palm Beach Skating Rinks, Inc. Specialty Rink Management, LLC, and any and all related, sister or affiliated entities, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “SZ”)

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that ice skating and related activities at the Skate Zone and the participation in skating and other activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the skating and other activities that take place at the Skate Zone are monitored generally by Skate Zone employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Skate Zone employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

SPECIFIC RELEASE FOR “GLOW” ACTIVITIES

I acknowledge that the Skate Zone may at any time engage in a promotion referred to as “Glow”, and other similar programs and activities, that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity and can lead to physical or emotional injury, paralysis, death, or damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to “Glow” activities, and the other programs and activities that involve the use of reduced and altered or theatrical lighting and special effects, and that I and the Child may choose not to participate in such activities. I acknowledge and agree that I and the Child may participate voluntarily in the “Glow” and other similar programs and activities solely and exclusively at our own risk, and that by participating, we waive the right to seek damages for any injuries that occur.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Skate Zone employees could cause me or the Child significant bodily injury (as described in this Agreement), and that SZ is not responsible for the actions or activities of customers using the Skate Zone or the negligence of its employees in supervising the Skate Zone or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially or fully, through their use of the Skate Zone and participation in Skate Zone activities.
- b) Participants may suffer cuts, scrapes, bumps, bruises, concussions, the transmission of disease strains and

allergic reactions through use of the Skate Zone equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously, externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling or other equipment, landing improperly on the ice skates or other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

c) Participants may fall on each other, resulting in broken bones and other serious injuries., and other participant body movements (whether planned or unplanned] can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.

d) Traveling to and from the ice can result in similar physical injury (even if the participant is not himself or herself skating or participating in risky behavior at the time).

e) Observing, standing, sitting or taking photographs at or near the ice or any such activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).

f) Participation during reduced or altered lighting "Glow" events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, collide with other skaters, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

g)

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using the Skate Zone or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using the Skate Zone, and such assistance shall be at my own expense.

RELEASE OF LIABILITY

The parties to this Waiver and Release (including Child) hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue SZ, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's access to and/or use of the Skate Zone, premises and/or its equipment (whether ice skating, ice, skates or otherwise), the Child's and/or my entry into the Skate Zone, the condition, maintenance, inspection, supervision, control or security of the Skate Zone, the failure to warn of dangerous conditions in connection with the Skate Zone, and/or the acts or omissions of SZ or any of the Releases, including, without limitation, any claim for negligence, personal injury, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of the ice, the ice, skating, but also all other equipment, and all activities and games at the Skate Zone I understand that this release and waiver applies to and includes all activities that I or my Child engage in at the premises, whether inside or outside the Skate Zone I shall bring no claim against SZ. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

GOVERNING LAW

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to choice of law principles.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the Skate Zone, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize SZ and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Skate Zone event. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Skate Zone, whether at the current location or any other location or facility.

SAFETY IS YOUR RESPONSIBILITY:

I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a] You acknowledge that there are inherent risks in the participation in ice skating or otherwise being on ice, and that such risks include not only the use of skates, but other activities and equipment as well. Patrons of an ice skating rink who use skates, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the skates, the ice rink and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- b] You have a duty to not participate in any activity on any ice, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c] You have a duty to properly use all safety equipment provided, whether for the ice rink, or otherwise.
- d] You have a duty to not participate in any activity on any ice, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e] You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f] You have a duty to avoid bodily contact with other patrons.
- g] You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any ice rink activity, whether involving the use of skates, or otherwise.
- h] You have a duty to avoid crowding or overloading individual sections of the ice rink, or other equipment.
- i] You have a duty to use the ice rink, and other equipment, within your own limitations, training and acquired skills.
- j] You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when skating on ice whether involving the skates, other equipment, or otherwise.
- k] You also agree to follow and obey all posted and stated warnings and patron education signs.
- l] You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

NOTICE TO THE MINOR CHILD'S PARENT, NATURAL GUARDIAN OR ACCOMPANYING ADULT:
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD OR THE CHILD YOU ARE ACCOMPANYING ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SZ AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT OR THE RIGHTS OF THE CHILD YOU ARE ACCOMPANYING, AND YOUR RIGHT TO RECOVER FROM SZ AND ALL OTHER RELEASES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR THE CHILD YOU ARE ACCOMPANYING OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SZ AND ALL OTHER RELEASES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have read and understood the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the Skate Zone, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between SZ and me relating to the Child's and my use of the Skate Zone There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Release and Waiver shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the parent, legal guardian, natural guardian or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this Child or these minor Children, or any of them, which are in any way connected with, arise out of, or result from their use of the Skate Zone. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY SZ OR ANY SKATE ZONE RELATED ENTITY.

Signature of Parent or Adult Guardian

DATE SIGNED