

Pilgrim Skating Arena, Inc.

75 Recreation Park Drive
Hingham MA 02043

COVID-19 Warning and Waiver/Release/ Indemnification

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Pilgrim Skating Arena, Inc. (“Pilgrim”) has put in place preventative measures to reduce the spread of COVID-19, however, Pilgrim cannot guarantee that you as a Participant and/or your minor children as Participants in ice skating programs and events (collectively the “Activities”) at Pilgrim will not become infected with COVID-19. Further, being physically present at Pilgrim could increase your and/or your child(ren)’s risk of contracting COVID-19.

By signing this agreement, Participant, and the Participant’s parent(s) or legal guardian(s), if Participant is a minor, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Participant may be exposed to or infected by COVID-19 by being physically present at Pilgrim and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. Participant, and Participant’s parent(s) or legal guardian(s), if Participant is a minor, understand that the risk of becoming exposed to, or infected by, COVID-19 at Pilgrim may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, Pilgrim, its owners, affiliates, operators, employees, agents and/or officers.

Participant, and the Participant’s parent(s) or legal guardian(s), if Participant is a minor, voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to Participant (including, but not limited to, personal injury, disability, and/or death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant may experience or incur in connection with Participant’s physical presence at Pilgrim or participation in Pilgrim’s Activities (“Claims”). On Participant’s behalf, Participant, and Participant’s parent(s) or legal guardian(s), if Participant is a minor, hereby release, covenant not to sue, discharge, and agrees to indemnify, defend and hold harmless Pilgrim, its owners, affiliates, operators, employees, agents and/or officers (collectively and individually) of and from the Claims, including any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant, and the Participant’s parent(s) or legal guardian(s), if Participant is a minor, understand and agree that this waiver, release and indemnification includes any Claims based on the actions, omissions, or negligence of Pilgrim, its owners, affiliates, operators, employees, agents and/or officers (collectively and individually), whether a COVID-19 infection occurs before, during, or after being physically present at Pilgrim or participating in any Pilgrim Activities.

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**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS
& INDEMNIFICATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in ice skating related programs and events (collectively the “Activities”) provided by Pilgrim Skating Arena, Inc. DBA Pilgrim Skating Arena (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

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To the extent that any portion of this Agreement is deemed to be invalid under the law of Massachusetts, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant

Date: _____

Program: _____

1. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

2. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

3. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

4. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

5. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

6. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

7. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

8. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

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9. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

10. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

11. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

12. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

13. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

14. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

15. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

16. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

17. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

18. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

19. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

20. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

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21. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

22. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

23. Participant's Name (Printed): _____ (phone): _____

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Participant's Name (Signature): _____ (email): _____

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Participant's Name (Signature): _____ (email): _____

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Participant's Name (Signature): _____ (email): _____

31. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

32. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____

33. Participant's Name (Printed): _____ (phone): _____

Participant's Name (Signature): _____ (email): _____