

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

The purpose of this **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** (the "Agreement"), is to waive, release and indemnify The Friends of the Perry School, its agents, officers, directors, volunteers, sponsors, donors, owners and operators of the premises and their officers, directors, agents, and employees ("Releasees") from any and all liability for the Participant's personal injury, property damage, and/or wrongful death, including if caused by the negligence of any of the Releasees.

In consideration for being permitted to participate in the Perry K-8 Friends and Family Skate Night 2018 ice skating and/or related activities, being permitted to enter the Murphy Rink and skating facility and common areas (the "Premises"), and/or being permitted to use ice skating or other equipment from the skate shop within Murphy Rink (the "Equipment"), Participant (and/or Participant's parent/guardian), on behalf of themselves and the Participant's heirs, executors, administrators, assigns, representatives, and next of kin, **HEREBY FULLY AND IRREVOCABLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE THE RELEASEES** of and from any and all actions, causes of action, suits, damages, judgments, claims, and demands whatsoever, either in law or equity, arising from any accident, injury, death, or property damage, resulting from, or in any way connected with the Participant's entry on the Premises, use of the Releasees' facilities, Equipment, services, and/or participation in any of the activities offered by the Releasees whether on the Premises or not.

Participant (and/or Participant's parent/guardian), acknowledges, understands, and assumes all risks inherent in ice skating and/or related activities, and understands that said activities involve risks to the Participant including bodily injury and death and that the Participant (and/or Participant's parent/guardian), has full knowledge of such risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Releasees.

The Participant (and/or Participant's parent/guardian), further acknowledges that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant (and/or Participant's parent/guardian), acknowledges, understands, and assumes all risks arising from the conditions and use of the Premises and/or use of Equipment, including risks based on the performance, or failure to perform maintenance, inspection, supervision, or control of the Premises and/or Equipment and for the failure to warn of dangerous conditions existing on the Premises, and for the negligent selection, supervision or instruction of certain Releasees.

Participant (and/or Participant's parent/guardian), agrees if any claim for Participant's personal injury, property damage, and/or wrongful death is commenced against Releasees, he/she shall defend, indemnify, and save harmless Releasees from any and all actions, causes of action, suits, damages, judgments, claims, and demands. Participant (and/or Participant's parent/guardian), warrants that neither the Participant nor his/her child(ren) have any known medical conditions or disabilities which may be incompatible with the safe participation in ice skating, ice hockey and/or related activities.

Participant (and/or Participant's parent/guardian), further agrees that all Participants under the age of 18 shall remain the responsibility of a parent or legal guardian while on the Premises.

Participant (and/or Participant's parent/guardian), acknowledges that he/she has been provided with and has read the above paragraphs and has not relied upon any representations of the Releasees, 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 (and/or Participant's parent/guardian), agrees that this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Participant's Name (Print) \_\_\_\_\_ Age \_\_\_\_\_

Participant's Name (Print) \_\_\_\_\_ Age \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant's Guardian's Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_