

COVID-19
ASSUMPTION OF RISK AND WAIVER OF LIABILITY

This Waiver is between **Oceanside Ice Arena, Inc / Arcadia Figure Skating Club** ("Oceanside") and (print name) _____ ("Participant") (or Participant's Guardian/Parent).

1. I understand that Participant's use of Oceanside's premises and facilities may include foreseeable and unforeseeable risks and hazards, which may expose Participant to illness, injury, death, or other harm, whether by accident or the negligent/intentional misconduct of a third party. Participant agrees to assume the risk of use of Oceanside's premises and facilities and to waive, to the extent permitted by law, any and all claims, damages, liabilities, and losses arising out of or related to the use of the premises by Participant. Participant intends that Oceanside shall have no liability for any injury, accident, illness, loss, death, or other damage that may occur during, related to, or arising out of the use of the premises by Participant.
2. I understand that, among such risks, are the foreseeable and unforeseeable risks related to the current severe acute respiratory syndrome coronavirus 2 (SARS-Co V -2), also known as novel coronavirus or COVID-19. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization. I further understand that there is not yet a scientific consensus as to the transmissibility, prevention, or treatment for COVID-19. I acknowledge the contagious nature of COVID-19, which may expose Participant to exposure or infection, and may lead to illness, injury, death, or other harm.
3. I, either on my own behalf as Participant or as Guardian/Parent of Participant, freely and voluntarily allow Participant to use Oceanside's premises and facilities notwithstanding the risks related to COVID-19. I understand that this Waiver includes any claims based on COVID-19 infection or exposure, whether occurring before, during, or after use of Oceanside's premises and facilities.
4. By signing below, I represent and warrant that Participant is not currently infected with COVID-19. I further agree that I will not allow Participant to enter upon or use Oceanside's premises or facilities should Participant become ill with, or otherwise display symptoms of, COVID-19 unless/until cleared by Participant's healthcare provider. Participant is strongly encouraged to wear a mask or other face covering and to maintain social distancing to the extent reasonably practicable while using Oceanside's premises and facilities. Although Oceanside has developed a sanitation protocol for the premises and facilities, Participant is encouraged to bring hand sanitizer for personal use.
5. I understand that Oceanside is not obligated to refund any prepaid fees should Participant be unable to participate due to infection with COVID-19 or any other illness. Oceanside may refund such fees on a case-by-case basis in its sole and absolute discretion.
6. I understand that Oceanside is not an insurer of Participant's or any other party's behavior, actions, or participation or the occupancy, use, operation, or other conduct in any way associated with the premises.
7. I, either on my own behalf as Participant or as Guardian/Parent of Participant, waive, release, discharge, indemnify, and hold harmless Oceanside and its agents, affiliates, servants, employees, related entities, predecessors, successors, and/or assigns, from any and all past, present, and future claims, damages, liabilities, and losses of every kind and nature brought by, relating to, and/or arising from the use of the Oceanside premises and facilities regardless of Oceanside's fault, except that Participant shall have no obligation to indemnify against Oceanside's sole negligence or willful misconduct. In the event of any action triggering the obligations under this Paragraph, Oceanside shall have the sole right to select counsel for its defense.
8. This Waiver shall be governed by Arizona law and any action shall be brought in Maricopa County, Arizona. The prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred.

9 I agree that I have had adequate opportunity to review this Waiver and that I understand its contents. No presumption against one party shall be imposed because the final draft was prepared by one party or the other.

I HAVE CAREFULLY READ THE TERMS OF THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE AND AFFIRM THAT TIDS WAIVER IS FREELY AND VOLUNTARILY GIVEN WITH THE UNDERSTANDING THAT THE RIGHT TO LEGAL RECOURSE AGAINST OCEANSIDE, IF ANY, IS KNOWINGLY GIVEN UP IN EXCHANGE FOR THE USE OF OCEANSIDE'S FACILITIES. I AM AWARE THAT BY SIGNING THIS WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY AGENTS, ASSIGNEES, HEIRS, AND PERSONAL REPRESENTATIVES MAY HAVE AGAINST OCEANSIDE.

Date: _____

Signature of Participant (if over 18): _____

I represent and warrant that I am the Guardian/Parent of the Participant and may enter into this Release.

Printed Name of Guardian/Parent: _____

Signature of Guardian/Parent: _____

