

RELEASE AND RECREATION AGREEMENT - [SKATING ACTIVITIES]

I, _____ am the Parent and/or guardian of _____. I want and hereby give permission for my Child to travel to, attend, view, and participate in skating activities, including without limitation, ice skating, ice hockey, power skating and all other activities in or about the Ice Rink at Sharks Ice in San Jose, California, which activities are known as "Cathy's Power Hour" and which are hereinafter called "Skating Activities". I understand that the execution of this Release and Recreation Agreement ("Agreement") is necessary to participate in the Skating Activities and that on behalf of myself and my Child I am agreeing to the terms set forth below. I also understand that the term "Parent" as used in this Agreement will refer to me, and the term "Child" will refer to my Child whose name is written above. If I have more than one Child, each Child will be covered by this Agreement and the term Child will include its plural, children, when interpreting this Agreement.

1. **Acknowledgment and Assumption of Risk.** Parent hereby acknowledges and understands that Skating Activities involve risk. Parent represents that Parent has had the full and fair opportunity to understand and appreciate the magnitude of the risk of such activities and voluntarily assumes any and all risk of injury to the Child while engaged in any activity of any kind involving or related to Skating Activities.

2. **Release.** Parent, on behalf of the Parent and the Child, hereby agrees to release and discharge Catherine A. Andrade and any person associated with Catherine A. Andrade involving Skating Activities, and their agents, successors, heirs, and representatives, all of whom will hereinafter be referred to collectively as "Andrade", from any and all claims, liabilities, obligations, causes of action, costs, losses or demands, of whatever nature, whether at law or in equity, that Parent or Child or their administrators, executors, heirs and assigns, may have as a result of any personal injury or harm, or any other cause of any kind or character, sustained or suffered by Child during, arising out of, or as a result of any activity involving Skating Activities, or any other physical or athletic activity or instruction or sport conducted or carried on by Andrade on or about Sharks Ice Rink. This release of liability includes, but is not limited to, any injuries suffered as a result of the condition of the premises where the Skating Activities take place. Parent acknowledges and agrees that by virtue of this release should any injury of any kind or character occur to Child, while participating in the Skating Activities, neither the Parent nor Child will have any legal recourse against Andrade for any damages, costs or expenses associated with such injury. The scope of the release provided in this paragraph shall also include a waiver of the provisions of California Civil Code Section 1542, which provides: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. **Indemnification.** Parent agrees to hold Andrade harmless from and defend Andrade against any and all claims or liability for any injury or damages to any person, including but not limited to, Child or any property (1) incurring in or about the Sharks Ice Rink; (2) occurring as a result of the participation in any activity associated with the Sharks Ice Rink; and (3) any injury occurring during or in or about any Skating Activities.

4. **Covenant Not to Sue.** Parent, on behalf of Parent and on behalf of Child, hereby covenants and agrees not to institute any action of any kind against Andrade involving any claim released by the provisions of Paragraphs 2 and 8.

5. **Medical Insurance.** Parent, on behalf of Parent and on behalf of Child, hereby represents and warrants to Andrade that Parent has obtained insurance, including but not limited to, medical insurance in an amount sufficient to cover any loss and/or injury associated with participating in Skating Activities.

6. **Loss of Property.** Andrade is not the insurer of any personal property brought on to the premises by either the Parent or the Child. It shall be the responsibility of Parent and Child to safe keep any valuables or personal property. Parent on behalf of Parent and the Child hereby release Andrade for any claims or liability resulting from the loss or theft of any personal property of Parent or Child.

7. **Arbitration.** In the event Parent, on Parent's own behalf or on behalf of the Child, asserts any type of claim against Andrade, including without limitation, any claim released pursuant to Paragraph 2 or which is brought in violation of Paragraph 4, Parent, on behalf of Parent and on behalf of Child, hereby agrees to arbitrate any such dispute or any other dispute arising out of Skating Activities as well as any other claim of any kind against Andrade. The Arbitration shall be conducted by a mutually accepted Arbitrator who has personal knowledge of the types of risks associated with ice skating activities and has at least five years experience as an Arbitrator, and/or Superior Court Judge.

8. **Authorization to Contact Emergency Services.** Parent, on behalf of Parent and of Child, in the event of an emergency, hereby authorizes Andrade and any other representative of Andrade to contact and deliver the Child to any emergency service provider if in their sole discretion such action is necessary. Parent, on behalf of Parent and of Child, hereby releases Andrade from any and all claims, liabilities or obligations, causes of action or demands caused by such contact or delivery to any such emergency service provider. The scope of the release shall be no less than the release described in paragraph 2.

9. **Understanding of Agreement.** Parent, on behalf of Parent and of Child, affirm and acknowledge that Parent has read this Agreement and has had the opportunity if desired to have it fully explained by counsel of choice, and that the Parent fully appreciates the words and terms used in this Agreement and their effect, and that it is executed by Parent's own free will without reliance upon any representation or warranty of any kind or character made by Andrade to Parent or Child.

10. **Warranty of Authority.** If the Child who participates in the Skating Activities has two parents and only one parent signs this Agreement, the Parent who signs represents and warrants to Andrade that the Parent has the full authority and power to act for both Parents and indemnifies and holds harmless Andrade from any claims made by the non-signing Parent whether made on the non-signing Parent's own behalf and/or on behalf of the Child.

Name of Child (Print): _____ **Date & Signature of Parent/Guardian:** _____
Parent/Guardian Name (Print): _____ **Address/Telephone of Parent/Guardian:** _____