

## THE RINKS (ICE)

### **CONSENT, INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT** **(ADULT)**

FOR AND IN CONSIDERATION of my (the undersigned) participation in activities at and the use of any of the premises and facilities commonly known as The Rinks - Anaheim ICE, The Rinks - Westminster ICE, The Rinks – Lakewood ICE and/or The Rinks – Yorba Linda ICE and any equipment supplied to me in connection therewith (collectively, "Participation"), to the fullest extent permitted by applicable laws, I agree as follows:

1. I acknowledge and I am aware of the hazards, dangers and risks (inherent or otherwise) in connection with the Participation, including, without limitation, property damage, property loss, property theft, economic loss, accident, minor injury or serious injury (known or unknown), which may include permanent disability or paralysis, or death to myself, to other participants, to spectators or other third parties. I further acknowledge that there are natural factors and occurrences which may impact or affect the safety of the Participation. I warrant that I am in good health and have no physical conditions that would prevent me from acting in connection with the Participation. **I assume full responsibility for, and all risk of, any accident, bodily injury, death, property loss, property theft or property damage that may result for any reason, including by acts of negligence, in connection with the Participation, whether caused by Anaheim Ice Management, LLC, Westminster Ice Rink, LLC, Lakewood Ice Rink, LLC, YLIR, LLC and/or their respective parent, related, affiliate, successor and/or subsidiary companies (and/or their respective owners, officers, directors, employees, agents, landlords and/or sublandlords) (collectively, the "Releasees"), me, any third persons or otherwise.**

2. If I become injured or ill as a result of the Participation, I authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, emergency medical technician, dentist or hospital ("Treatment"), although I acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may provide such Treatment. I understand that the Releasees will have no obligation to pay any such costs of any Treatment and agree to reimburse the Releasees for any such costs incurred.

3. **I RELEASE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES of and from any and all claims, causes of action, suits, demands, damages, losses, liabilities, costs, expenses and any actions of any kind whatsoever (collectively, "Claims"),** known or unknown, existing now or in the future, that I, my heirs, executors, administrators, next of kin, assigns or any third party may now or hereafter have against the Releasees, arising in any way as a result of or in connection with the Participation and any Treatment, including, without limitation, any property damage, property loss, property theft, bodily injuries, disability, death or other damage suffered by me, my heirs, executors, administrators, next of kin and assigns or any other party and regardless of any fault or passive or active negligence on the part of the Releasees, myself or any third party. I expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

**"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."**

4. I grant to the Releasees a non-exclusive license to use my likeness, image, photograph and/or name for any and all commercial and non-commercial purposes including, without limitation, in connection with the marketing, promotion and/or advertising of The Rinks, including, without limitation, The Rinks - Anaheim ICE, The Rinks - Westminster ICE, The Rinks – Lakewood ICE and/or The Rinks – Yorba Linda ICE, and/or the Anaheim Ducks in any media known and unknown or hereinafter developed without geographic or time restrictions.

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5. This Agreement constitutes my entire understanding regarding the subject matter of this Agreement and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. No oral representations, statements or inducements apart from this Agreement as written have been made to me. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, such invalidity will not affect any other provision that can be given full effect without the invalid provision. The laws of the State of California shall apply to and govern this Agreement, without regard to conflicts of laws principles, and I consent to the jurisdiction and venue of the federal, state and local courts located in Orange County, California.

6. I have carefully read this Agreement, and I know and understand what it means, including that it is a complete waiver and release of liability and promise to indemnify and not to sue or make a claim. My signature below is my own free and voluntary act and I intend this Agreement to be legally binding on me. I certify that I am at least 18 years old.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Print Name: \_\_\_\_\_ Phone #:(\_\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_