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## GENERAL RELEASE

This **General Release** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in consideration of the opportunity to utilize the ice arenas located at the Lockport Ice Arena & Sports Center (hereafter, the "Program"). The undersigned, on behalf of him/herself as participant, or as parent or legal guardian of the minor participant identified below (the "Participant"), hereby (i) acknowledges that any monies due for the Program are paid as tuition or instruction fees; and (ii) voluntarily agrees as follows:

**RELEASE FROM LIABILITY AND COVENANT NOT TO SUE.** The Participant, or if the Participant is a minor, his/her parent or legal guardian on behalf of said minor Participant, as well as such parent or legal guardian on his/her own behalf, and his/her respective personal representatives, executors, administrators, heirs, next of kin, and assigns hereby agrees to release, waive, indemnify, forever discharge, covenant not to sue, and hold harmless Lockport Ice Arena & Sports Center, Inc.; and their respective sponsors, partners, members, shareholders, directors, officers, employees, agents, and independent contractors (collectively, the "Releasees"), from and against any and all claims, causes of action, liabilities, losses, damages, suits, and demands whatsoever (whether or not resulting from, or attributable to, the negligence of any Releasee) on account of any personal injury, property damage, and wrongful death occurring in connection with the Program and all events and travel in connection therewith.

**PARTICIPANT ASSUMES RISK.** The Participant, or if the Participant is a minor, his/her parent or guardian on behalf of said minor Participant, as well as such parent or legal guardian on his/her own behalf, is aware of and understands the risks and dangers inherent in the Program including, but not limited to, ice skating and hockey drills, and those arising from participating with bigger, faster and stronger participants (with the understanding that these risks and dangers will increase if the Participant participates in the Program with an age group above that which the Participant would normally participate in), and the potential for injury, which could be serious, and agrees to assume all risk of and responsibility for personal injury, property damage, and wrongful death of the Participant while participating in the Program and all events and travel in connection therewith (including, without limitation, any such as may arise from the lack of skill of any participant, the improper conduct of any participant, or the negligence of any Releasee).

**USE OF PHOTOGRAPHS, LIKENESS.** The undersigned further acknowledges and agrees that photographs and/or video may be taken of the Program, which photographs and/or video may include the likeness of Participant, and that the undersigned, on behalf of himself or herself and Participant, grants to Releasees the right to take and use such photographs and/or video for promotional and other purposes without any compensation whatsoever.

**CONSTRUCTION.** The undersigned expressly agrees that this General Release is intended to be as broad and inclusive as permitted by the laws of the State of New York. In the event any portion of this General Release is held invalid, illegal, void, or unenforceable, the balance of this General Release shall, notwithstanding the foregoing, continue in full force and effect. Nothing herein shall be deemed to constitute an admission of any duty or liability on the part of any Releasee.

**IN WITNESS WHEREOF,** the undersigned further states that he or she has carefully read this General Release, has signed this General Release as his or her free act and that, if executing on behalf of a minor, is the parent or legal guardian of the Participant having authority to execute the same.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address City, State Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of parent/legal guardian of minor Participant: \_\_\_\_\_

Signature (Participant or parent/legal guardian): \_\_\_\_\_