

**WAIVER & RELEASE
(ON-ICE ACTIVITIES)**

IMPORTANT: THIS DOCUMENT CONTAINS A WAIVER AND RELEASE OF POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGES. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

In consideration of my minor child named below being permitted to participate in the on-ice activities at Stormont Vail Events Center (“**Venue**”) which includes, but is not limited to, adult league hockey, public skates, Scarecrows Hockey post-game skates, birthday parties, corporate events, private parties, etc (the “**Event**”), I hereby agree to the following:

1. **Assumption of Risk.** I understand that my minor child’s participation in the Event involves significant risks of injury (including death and permanent paralysis) from many causes, including, without limitation, my minor child’s own physical condition, and the negligence of other participants in the Event, and I, on behalf of myself and/or my child, voluntarily assume and accept those risks. I acknowledge that my minor child’s participation in the Event is voluntary and may be terminated by me, my minor child, or the Released Parties at any time. While particular rules, equipment, and personal discipline may reduce these risks, I acknowledge that participation in skating and other on-ice activities involves inherent risks, including but not limited to:
 - Risks associated with the premises: Defects in the ice surface, rink, facilities, or equipment and hazardous conditions.
 - Risks associated with the other participants: Negligent acts by other skaters present in the ice rink.
 - General risks: Slips, falls, collisions, skating accidents, cardiovascular strain, exhaustion, dehydration, muscle strains, sprains, fractures, head injuries, and other physical injuries
2. **Release of Liability.** I, on behalf of myself and/or my child, unconditionally release, waive all claims against, and covenant not to sue Global Spectrum, L.P. d/b/a Oak View Group, Ovations Food Services, L.P. d/b/a OVG Hospitality, and Stormont Vail Events Center, Shawnee County Kansas, Shawnee County Kansas Board of County Commissioners, and each of their respective affiliates, promotional sponsors, advertisers, partners, directors, officers, officials, agents, volunteers, contractors, and employees (collectively, the “**Released Parties**”), from and for any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage arising in connection with my participation in the Event and/or while on premises of the Venue in connection with the Event, including negligent rescue operations.
3. **Physical Condition.** I hereby represent that my minor child is in good health and sound physical condition, and has no physical impairments which would or could interfere with his/her performance of the activities in the Event. I, on behalf of my minor child, assume all responsibility for obtaining any physical examinations which may be indicated or advisable prior to participation in the Event, and release, waive and discharge the Released Parties from any liability, suits, claims, actions and demands of any kind whatsoever related to or arising from any decision by me and/or my child not to obtain a physical examination prior to participating in the Event. This document shall be binding upon my heirs, next of kin, executors, administrators, personal representatives, and assigns.
4. **Image Release.** I, on behalf of my minor child, hereby give permission to the Released Parties and each of their designees to take, use, reproduce and publish any and all photographs and video which may be taken of my minor child in connection with the Event (collectively, “**Materials**”), whether flattering or unflattering, for any purpose whatsoever, without compensation to me and/or my minor child. I also acknowledge and agree that the Released Parties will own any and all rights in such Materials in perpetuity and that I, on behalf of my minor child, waive, as to the Released Parties and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation my minor child’s name, likeness, biographical material, voice, accounts, and descriptions in advertising and promotions throughout the world including but not limited to radio, print, television, film, video, interactive media, and any other mediums now known and unknown. I, on behalf of my minor child, understand and agree that as the owner of the Materials, the Released Parties’ use of the Materials may (without limitation) extend to use by any of its sponsors, advertisers, owners, partners, affiliates, directors, officers, officials, members, and agents.

I have read this Waiver & Release carefully and fully understand its contents. I am aware that this is an agreement not to sue the Released Parties and constitutes a complete release of liability by me and/or my minor child in favor of the Released Parties. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks that my minor child is assuming which include, without limitation, the risk of injury or death regardless of how it arises, and even if it results from the neglect or fault of the Released Parties.

Parent or Legal Guardian Signature

Minor Child Participant Name

Parent or Legal Guardian Name

Date