

READ BEFORE SIGNING

PARTICIPANT INFORMATION

NAME: _____

ADDRESS: _____

IS THE PARTICIPANT
A MINOR?

YES _____ NO _____

ACKNOWLEDGMENT, HOLD HARMLESS AND RELEASE AGREEMENT

In consideration for the limited license allowing the above-named person who is or will be entering and using any part of or equipment located in the Carolina Ice Palace (“CIP”) facility for any activity (including, visiting, eating, drinking, shopping, parking, participating, or coaching in any athletic activity or practice, or attending any birthday party or other celebration (individually or collectively, an “activity”)), I agree to pay the fees determined by CIP when due and to abide by any and all rules and regulations established by CIP or otherwise applicable to the CIP facilities. If I observe any unusual significant hazard during my presence at the CIP facility, I will immediately bring such to the attention of the nearest CIP employee. To the fullest extent permitted by law, I also release and hold harmless i) the Carolina Ice Palace, LLC, J & A Associates, LLC, their respective parent companies and affiliates and each of such entities’ respective directors, administrators, members, officers, owners, officials, coaches, employees, volunteers, agents and assigns, and ii) any other participants or attendees (collectively, the “Releasees”) from any and all known and unknown liabilities, obligations, claims, demands, losses or damages that I, or my successors-in-interest or anyone claiming under me or them, may hereinafter have for all injuries, illnesses, damages, cost or expenses sustained or incurred by me or any other person or any of my property or the property of any participants during any activity.

By signing this release, I certify that I am aware of and know of the risks and dangers associated with any activity, including but not limited to damage or injury from thrown or batted balls/pucks, bats/sticks or other objects, and/or acts or omissions of others (intentional or negligent) and I voluntarily assume all risk and dangers associated with participation in any activity whether on-ice or anywhere else in the CIP facility or parking lots. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

I HAVE READ, OR HAD EXPLAINED TO ME, THIS ACKNOWLEDGMENT, HOLD HARMLESS AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE FULL AUTHORITY TO BIND THE SAME TO THIS AGREEMENT, UNDERSTAND THAT I ACCEPT THESE RISKS AND RESPONSIBILITIES AND HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Date : _____

PARTICIPANT’S SIGNATURE

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this **Acknowledgment, Hold Harmless and Release Agreement** to my child/ward including the risks of the activity at CIP and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s/ward’s involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

X _____

Date : _____

PARENT/GUARDIAN’S SIGNATURE