



Highland Ice Arena Fitness and Training Session Agreement

I acknowledge receipt of a copy of Highland Sports Center, Inc/Highland Ice Arena's FITNESS AND TRAINING SESSIONS Phase II Guidelines & Requirements Effective: August 10, 2020 ("Guidelines"), and have read, understand and will adhere to all the provisions therein. If I am the parent or legal guardian of a minor participant, I hereby acknowledge that I have reviewed the Guidelines with the minor participant and will ensure that the minor participant adheres to the provisions. I understand that the Guidelines are subject to change with notice, and hereby affirm the terms of this agreement are applicable to such revised guidelines. My or the minor participant's (if applicable) participation is voluntary and may be terminated without cause any time by myself, the minor participant, or Highland Sports Center, Inc/Highland Ice Arena.

I also understand and acknowledge receipt and review of (a) the Release and Waiver of Liability & Commitment, and (b) Assumption of the Risk and Waiver Relating to COVID-19 and hereby ratify and affirm the terms therein.

Participant Name: _____

Please print

Signature: _____

Parent / Guardian MUST sign if Participant is younger than 18

Printed Name: _____

If signatory is not the Participant

Date: _____



Highland Ice Arena Training & Fitness Session Release and Waiver of Liability and Commitment

In consideration of being allowed to participate in any way in athletics/sports programs offered by Highland Sports Center, Inc/Highland Ice Arena, and related events and activities, the undersigned:

- Agrees that he/she/they, and if the undersigned is the parent or legal guardian of a minor participant, such parent or legal guardian will instruct the minor participant that, prior to participating, he/she/they and the minor participant (if applicable) should inspect the facilities and equipment to be used, and if the participant (or their parent or legal guardian) believes anything is unsafe, such individual should immediately advise the coach or supervisor of such condition(s) and the participant refuse to participate.
- Acknowledges and fully understands that (a) each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe and economic losses, which could result not only from their own actions, inactions or negligence, but also that of others, the rules of play, and/or the condition of the premises or of any equipment used; and (b) there may be other risks not known to us or not reasonably foreseeable at this time.
- Assumes, on behalf of themselves and any minor participant for whom the undersigned is executing this document, all the foregoing risk and accepts personal responsibility for any injury, loss, or damages which may result, including but not limited to permanent disability or death.
- Releases, waives, discharges, hold harmless, and covenants not to sue, Highland Sports Center, Inc/Highland Ice Arena, its affiliated clubs, employees, or agents, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the applicable event, all of which are hereinafter referred to as the "Released", from any and all liability to the undersigned, the minor participant (if applicable), his/her/their heirs, next of kin, or assigns, for any and all claims, demands, losses or damages in any way stemming from the participant's participation in any athletics/sports program, related event, or activity, including but not limited to injury, including death, or damage to property, whether caused or alleged to be caused in whole or in part by the negligence of the Released or otherwise.
- Acknowledges the contents of the FITNESS AND TRAINING SESSIONS Phase II Guidelines & Requirements that accompanies this document and an opportunity to review the same for themselves and with any applicable minor participant, and, on behalf of themselves and any applicable minor participant, hereby agrees to adhere to the terms and conditions therein.
- Certifies that he/she/they is the participant or the parent or legal guardian of the participant whose name is identified below and that the undersigned has the legal authority and right to sign this document on behalf of themselves and the minor participant, if applicable, and agree to the terms and conditions provided herein.

Participant Name:

_____ *Please print*

Signature:

_____ *Parent / Guardian MUST sign if Participant is younger than 18*

Printed Name:

_____ *If signatory is not the Participant*

Date:

**Assumption of the Risk and Waiver Relating to
COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of large groups of people.

Highland Sports Center Inc / Highland Ice Arena (“Highland”) has put in place preventative measures to reduce the spread of COVID-19; however, Highland **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending sessions at Highland could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume, on behalf of myself and my child(ren), the risk that my child(ren) and/or I may be exposed to or infected by COVID-19 by attending sessions at Highland and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Highland may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Highland employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)’s attendance at Highland or participation in Highland programming (“Claims”). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless Highland, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Highland, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Highland program.

Participant Name: _____
Please print

Signature: _____
Parent / Guardian MUST sign if Participant is younger than 18

Printed Name: _____
If signatory is not the Participant

Date: _____