

Waiver of Liability and Release, Express Assumption of Risk and Indemnity Agreement

I understand acknowledge that participation in the November 5 Friends of the Ithaca Youth Bureau Event (the "Event") entails certain risks and dangers. These risks and dangers are inherent in the ice rink activities in which I am participating as part of the Event; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by agents, employees or representatives of the Friends of the Ithaca Youth Bureau (hereafter "FOIYB"), the City of Ithaca (hereafter "City"), or any other person.

In consideration of my participating in the Event, I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE FRIENDS OF THE ITHACA YOUTH BUREAU, AGAINST THE CITY OF ITHACA, ARISING AS A RESULT OF MY PARTICIPATION IN THE EVENT ACTIVITIES, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES AS TO THE FOIYB AND CITY EVEN IF ONE OR BOTH IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY THE FOIYB AND CITY FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY AS TO THE FOIYB AND CITY EVEN IF ONE OR BOTH IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the Event activities, even if it occurs as a result of the negligence of other's or defects in equipment, (2) absolve and release the FOIYB and the City from the consequences of any negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend the FOIYB and the City against any legal actions or other claims for damages arising from my actions. I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as these Event activities; I warrant that I possess these. I agree to exercise caution and good judgment while participating in the Event. I understand and agree that should emergency services become necessary, the expenses are my sole responsibility and not those of the FOIYB and/or City or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither FOIYB nor the City has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect FOIYB and City including, as applicable, their agents, employees, officers, directors, and shareholders.

Printed Name & Address: _____

Signature: _____ Date: _____

Signature of parent or guardian for participant under age 18: _____

Name & Telephone of person to contact for emergencies: _____

Authorization to Use Name and Likeness

I give permission for the FOIYB and the City to use photos / videos / name of myself or my child to promote community awareness in print and web based media.

Registrant or Parent/Guardian Signature: _____ Date: ___/___/___