

**Holiday Ice in Carolina Wren Park
Waiver and Liability Release**

STAFF USE ONLY:

A/C _____

SR/M _____

Number in Party _____

In consideration for being allowed to skate at Carolina Wren Park's synthetic ice rink I, the undersigned, acknowledge, appreciate, understand and agree that:

1. **I am solely responsible for my safety.** By signing this waiver and assumption of the risk, you acknowledge these dangers and assume all dangers from these risks associated with the use of this facility, including risks from your use of the facility or another skater.
2. **I agree not to hold the City of Anderson or its agents or employees liable.** In exchange for the privilege of skating at this facility, I and my parent/guardian agree to assume the risk and to release the City of Anderson and its agents and employees from any liability that may arise from your presence at this facility. This assumption of the risk and the release of liability applies, for example, to injuries or damages related to your conduct, the conduct of others, the conduct of the City of Anderson and its agents and employees even if such conduct is negligent. I assume all risk of injuries and damages in this activity.
3. **I willingly agree to comply with the stated and posted rules for participation.** If I observe any unusual hazard during my presence or participation, I will remove myself from participation and bring such information to the immediate attention of the nearest City official; and
4. **I will indemnify and hold the City of Anderson harmless.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby, to the maximum extent permitted by law, assume entire responsibility and liability and shall defend, indemnify and hold harmless **The City of Anderson**, including its governing bodies such as Authorities, Boards and Commissions, consultants, agents, sponsors, employees, volunteers and owners of the premises used to conduct this activity with respect to any and all injury and from all claims, demands, liabilities, losses, costs, expenses, suits, fines, penalties, fees and actions, including reasonable attorney's fees and dispute-related costs (collectively "such claims"), arising out of participating in the activity on this premises, whether arising from the negligence of the releases or otherwise.
5. **Related Promises by Parent/Guardian.** The parent/guardian signing this document represents that he or she has the legal authority to (1) sign this Waiver on behalf of the participant and (2) waive the participant's legal rights in accordance with the terms of this document. The parent/guardian also represents that he or she has read this Waiver and understands its contents. The parent/guardian further acknowledges that his or her signature below is made voluntarily, after having the opportunity to inspect the course and consider alternatives, which include not allowing the participant to use this facility.
6. I hereby give my permission to the City of Anderson to take and use pictures or videos of myself and/or my dependent(s) while participating in programs or using the facilities or equipment. I further give my consent to the City to use such pictures or videos for advertising purposes by the City of Anderson or on its behalf. I agree that there will be no compensation paid for their use.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN FREELY AND VOLUNTARILY.

Signature of Participant 18 & Over: _____ Skater's Age: _____

Printed Participant Name (regardless of age): _____ Date of Birth: _____

City: _____ State: _____

E-mail: _____

FOR MINORS UNDER THE AGE OF 18 AT TIME OF PARTICIPATION

This is to certify that I, as parent/guardian, with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all releases and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the release from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES, to the fullest extent permitted by law.

Parent/Guardian Signature: _____ Date: _____

Printed Name and Emergency Phone Number: _____