

Skate Country After School Skate Program Waiver of Participation

This agreement of Risk, Waiver of Liability, and Indemnification (Agreement) is entered into on the date this agreement is executed between Skate Waco, Inc. (dba Skate Country) ("Protected Parties" as defined in item 5) and the Adult/Guardian signing representing the minor(s) named below referred to collectively as "Participant".

- 1) Nature of the Activities- Skate Country After School Skate Program is designed to teach basic, intermediate and advanced skating skills relating to recreational roller skating and the various skating disciplines including but not limited to Speed Skating, Artistic Skating, Slalom Skating, Hockey, and Roller Derby. Roller skating is a skill one can use for life. Statistics show that it is great exercise and easier on the joints than jogging or other sports. The roller skating activity may be enjoyed on both a recreational and competitive basis. The activity of roller skating is an athletic activity and as such involves some risk of injury inherent to the activity. Even though we have designed the program (a) with safety in mind, (b) with regular instruction and (c) with supervision of the activity, **it is impossible to eliminate all risk and possibility of injury.**
- 2) Types of Risks- There are inherent risks in participating in the activity of roller skating. The first of these risks pertains to falling down while trying to balance and roll, and navigating change of surfaces from hard surface to carpeted areas, or change from carpeted area to main skating floor. The second of these risks pertains to impact with another skater either on or off the skating floor causing one or the other or both participants to fall. Other inherent risks include erratic co-participant behavior, unexpected equipment failure, and error of judgment by staff members.
- 3) Types of Injuries- Skate Country feels that it is important the Participants understand the three types of injuries that can occur. First is the common **minor injury**. This type includes, but is not limited to, muscle strains and sprains, bruises, blisters, abrasions, and contusions. The second type of injury is the **serious injury**. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is **catastrophic injury**. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is extremely remote, it is important to aware of all possibilities.
- 4) Assumption of Risks – As the parent or legal guardian of the Participant(s), I warrant I have read this Agreement in its entirety, acknowledge that the Activities contain inherent risks, understand the demands of the Activities relative to Participant's physical condition and skill level, appreciate the types of injuries that may occur as a result of the Activities and their potential impact on our safety, well-being, and lifestyle, and assert that participation is voluntary and that participation knowingly assumes all risks inherent with the Activities. Public safety regarding Roller Skating Centers is governed by Section 9 Sub chapter A Chapter 759 of the Texas Health and Safety Code which limits operator liability. (A copy of this section of the code is available upon request.) **PARTICIPANT ACKNOWLEDGES THAT THE PROTECTED PARTIES WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY PARTICIPANT IF PARTICIPANT IS INJURED.**
- 5) Release of Claims – **TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASES AND AGREES TO HOLD HARMLESS SKATE WACO, INC, DBA SKATE COUNTRY, CHARLES AND BARBARA LUCAS ("LANDLORD" AND OWNER) AND ANY OF THEIR DIRECTORS, EMPLOYEES, VOLUNTEERS, SHAREHOLDERS, MANAGERS (COLLECTIVELY "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY DURING PROGRAM PARTICIPATION.**
- 6) Indemnity – **ADULT PARTICIPANT, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS: (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE; (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF NEGLIGENCE, GROSSLY NEGLIGENCE, OR WILLFUL ACTS OR OMISSIONS OF PARTICIPANT OR ANY GUEST OR INVITEE OF THE PROTECTED PARTIES; OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE. THE INDEMNITY**

CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

- 7) Dispute Resolution -
(A) Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement ("Dispute") shall be brought by the parties in their individual capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration shall be subject to 9 U.S.C paragraph 1 et seq. And Chapter 171 of the Texas Civil Practice and Remedies Code. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorney's fees, incurred in seeking abatement of such suit and enforcement of the this paragraph.
- 8) Waiver of Jury Trial – **PARTICIPANT AND SKATE COUNTRY KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREES TO WAIVE THEIR RIGHT TO A BENCH TRIAL OR JURY TRIAL OF ANY DISPUTE.**
- 9) Authority – As the parent or legal guardian of the Child Participant(s), the undersigned represents to the Protected Parties that he/she has legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to **INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS OR LIABILITIES RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF THE UNDERSIGNED'S LEGAL CAPACITY OR AUTHORITY TO ACT FOR OR ON BEHALF THE CHILD PARTICIPANT(S) IN THE EXECUTION OF THEIR AGREEMENT.**
- 10) Misc. Terms Capitalized terms shall have the meaning set forth herein. This Agreement and the completed Enrollment Form constitutes the entire agreement between the Protected Parties and the Participant, supersedes any and all previous oral or written promises or agreements, and may only be modified in writing. The Participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or as a result of Participant's use of the Premises or participation in the Activities shall lie in McLennan Country and only the substantive laws of Texas shall apply. Public safety regarding Roller Skating Centers is governed by Section 9 Sub chapter A Chapter 759 of the Texas Health and Safety Code which limits operator liability. (A copy of this section of the code is available upon request.) Whether any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.
- 11) Acknowledgment & Understanding- Participant represents to the Protected Parties that he thoroughly understands this is a complete and final release and indemnity agreement, he is voluntarily entering into the Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that he is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that he has read this Agreement in its entirety, fully understands its terms, and understands that he is giving up substantial rights herein, including his right to sue. Participant acknowledges that he is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of Texas.

Child Name: _____

Child Name: _____

Child Name: _____

Child Name: _____

Parent/Guardian: _____

DATE: _____

Printed Name: _____