



## LoConte Memorial Ice-Skating Rink

97 Locust Street

Medford, MA 02155

### • **LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT**

#### • **By signing this agreement, you are waiving certain legal rights. Please read carefully!**

This is a binding legal agreement. As a Participant in the services and events of CITY OF MEDFORD, the undersigned acknowledges and agrees to the following terms and assertions on his/her behalf or on behalf of a minor child.

#### DISCLAIMER

CITY OF MEDFORD, its members, employees, volunteers, officials, participants, affiliated rinks, agents, sponsors, and representatives (collectively, "the Organization") are not responsible for any injury, damage, death, or other loss of any kind suffered by a Participant during, or related to any league, tournament, game, pick-up, activity, practice, or other event (collectively, "Programs"), caused in any manner whatsoever including, but not limited to, the negligence of CITY OF MEDFORD or the Organization.

#### DESCRIPTION OF RISKS

As a Participant in the sport of Ice Hockey and the aforementioned Programs, I hereby acknowledge on my own behalf or on behalf of a minor child that I am aware of the risks and hazards of Ice Hockey and the Programs, that any of my participation in the Programs is done voluntarily, and that I assume all risks, known and unknown.

These risks include, but are not limited to, damage to property or personal injuries up to and including death from:

- Physical body contact with other individuals, including, but not limited to players, referees, contact with the boards, other structures, the ice, and the nets during the course of play or while using the ice, any of which may be incidental, coincidental, legal, subject to penalty, altercations, or otherwise, any of which may result in bodily injuries, including, but not limited to, the head, eyes, teeth, face, hands, wrists, elbows, shoulders, ribs, organs, hips, knees, ankles, feet, back and spinal cord, or other body parts, including broken bones, cuts, dislocations, sprains, muscle tears, bruises, and bleeding;
- Striking or hitting by hockey sticks, puck, players, any of which may be incidental, coincidental, legal, subject to penalty, altercations, or otherwise, any of which may result in bodily injuries, including, but not limited to the head, eyes, teeth, face, hands, wrists, elbows, shoulders, ribs, organs, hips, knees, ankles, feet, back and spinal cord, or other body parts, including broken bones, cuts, dislocations, sprains, muscle tears, bruises, and bleeding;

- Physical exertion of any kind and cardiovascular exertion which may lead to muscle and ligament injuries, loss of consciousness, heart failure, stroke, and other exertion-triggered maladies.
- Variations in the conditions of the ice, including, but not limited to, thin areas, holes, ruts, grooves; and
- Variations or vulnerabilities in my own gear and the gear of others.

### EQUIPMENT

I am also aware that the injuries I may sustain playing Ice Hockey can be severe and, while wearing certified Ice Hockey-specific equipment may lessen or mitigate some risks of injury, substantial risks of injury, up to and including death, still exist notwithstanding the proper utilization of Ice Hockey-specific equipment.

### RULES VIOLATIONS AND ACCIDENTS

I am also aware that, while there are rules in place to govern player conduct on the ice, and that referees are present to attempt to enforce those rules, violations and accidents can and do occur, and may lead to any of the aforementioned injuries, even despite the efforts of the referees, and even despite my own efforts to abide by the rules. The Organization's provision of referees does not represent a promise or guarantee that all rules will be enforced or that referees can or will prevent any or all violations of said rules from occurring.

### FACE SHIELDS

I am also aware that CITY OF MEDFORD strongly recommends wearing "full" protective face shields during on-ice events, and that if I decide not to wear a full-face shield, my risks of injury greatly increase. The Organization's recommendation that "full" protective face shields be used does not constitute a promise or guarantee that the use of such face shields will mitigate all risk of danger or injury, which is expressly denied.

### PHYSICAL FITNESS

I am also aware that my level of physical fitness, as well as level of fatigue during play, may increase some of the risks associated with Ice Hockey, and that participation in Ice Hockey may exacerbate some latent physical conditions that I may have, possibly causing additional risk of injury and death.

## **Release of Claims, Indemnity, and Hold Harmless Agreement**

In consideration of CITY OF MEDFORD allowing me or my minor child to participate in their Programs and in consideration of the risks associated with Ice Hockey, I agree:

- that the Organization does not provide accident or hospitalization insurance for participants of its Ice Hockey program, and all participants are advised to have adequate personal coverage.
- not to sue, or otherwise make any claim against the Organization, or any of its departments, employees, agents, and officials, for any loss, personal injury or damage, including but not limited, to exposure to and infection by the COVID-19 virus, resulting from my participation in the Programs.
- that the Organization and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party, incurred during my participation in the Programs.
- that the Organization is not responsible for providing any safety equipment and that I will provide, at my sole risk, all safety equipment necessary for the Programs. I understand and agree that the Organization shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. The Organization makes no warranties of any kind regarding the suitability or quality of any facility or Ice Hockey equipment.
- to the fullest extent allowed by law, to RELEASE, DISCHARGE, INDEMNIFY and HOLD HARMLESS the Organization, its employees, agents and officials from all actions or claims from myself, my heirs or personal representatives for any and all loss, injury, or damage, including but not limited to, exposure to and infection by the COVID-19 virus, resulting from the Programs or related activities, including the use of any equipment.
- that the terms of this Release shall also be binding as to any other persons, including family members, heirs, executors, or administrators. I understand that this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect
- I have read the Release and am legally competent to sign this Release as an individual and on behalf of a minor participant as a parent/legal guardian.
- I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of the Organization. Additionally, it is my intent to release the above mentioned parties from liability relating to any accident and resulting injuries, property damage, and/or death that may occur while participating in any ice program or activity.
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### **ACKNOWLEDGEMENT**

I have reached 18 years of age, have carefully read and fully understand this agreement, and am aware that by signing this agreement I am waiving certain legal rights, including the right to sue on behalf of myself, a minor child, successors and assigns, and I am executing this agreement voluntarily on behalf of myself, my heirs, executors, administrators, and assigns.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_