

RELEASE, WAIVER AND INDEMNITY

This release, waiver and indemnity is given by the undersigned (“*Skater*”) or, if Skater is a minor child, by the parent or adult guardian of Skater (“*Guardian*”) to Alpine Entertainment, LLC, Rediscover Sunriver Village LLC, and 1st Premier Properties, LLC (“*Releasees*”) as of the date set forth next to the signature below. Skater or Guardian, as applicable, is the “*Releasor*” under this document.

Skater wishes to skate in and upon the ice skating rink in The Village at Sunriver in Sunriver, Oregon. This rink and connected buildings are referred to in this document as the “*Facilities*.”

Releasor acknowledges and accepts the inherent risks of the Facilities, including but not limited to, slipping and falling, being run into, bumped, or shoved by other skaters, and exposure to pathogens, viruses, and contagious diseases (including coronavirus) all of which can result in bodily injury or illness including, among other injury, and not limited to, contusions, bruises, scrapes, cuts, twisting and pulling of soft tissue, concussions, and broken bones.

Releasor hereby assumes full responsibility for their behavior and actions while ice skating or while in and on the Facilities, and releases the Releasees and their members, managers, and employees from any loss arising in connection with Skater’s use of the Facilities. “Loss” means any actual or alleged loss, liability, damage or expense, whether asserted as a breach of contract, negligence, gross negligence, strict liability, fundamental breach, or other theory of law or equity.

Releasor further agrees that Skater will conduct himself or herself in a safe and courteous manner at all times while in or on the Facilities. Without limiting this commitment, Skater shall use the Facilities in a controlled manner and in accordance with any rules for use posted at the Facilities and any oral or written directions or warnings to users of the Facilities. Releasor shall indemnify, defend, and hold harmless Releasees and their members, managers, and employees from and against any Loss caused by Skater’s failure to comply with such rules, directions, and warnings, and acknowledges that failure to comply may result in Skater being asked to leave the Facilities.

Releasees disclaim any warranties or indemnities of any kind related to the Facilities, including without limitation implied warranties of merchantability and fitness for a particular purpose. Releasor and Skater accept the Facilities “as is.”

I acknowledge that I have read this Release, Waiver, and Indemnity, understand its terms, hereby give permission for Skater(s) to use the Facilities, and voluntarily sign this Release, Waiver, and Indemnity on behalf of myself and Skater(s).

GUARDIAN (Signature): _____ Printed Name: _____

Date: _____

Skater: _____ Skater: _____

Skater: _____ Skater: _____

Skater: _____ Skater: _____