



**ORGANIZED BY DOWNTOWN HAYS  
DEVELOPMENT CORPORATION  
1200 MAIN STREET, STE 102, HAYS**

## **RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

Please read and be certain you understand the implications of signing.

Express assumption of risk associated with recreational activities.

I, \_\_\_\_\_

(first, middle, and last name)

do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as ICE SKATING, including the rental equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death

Possible equipment failure and/or malfunction of my own or others equipment.

This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, encountering objects either natural or manmade, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.

My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.

Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as the releasees.

## **ARTIFICIAL ICE EVENTS, LLC and DOWNTOWN HAYS DEVELOPMENT CORPORATION and the CITY OF HAYS, KS**

To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result in engaging in the above activities.

I grant and convey to Artificial Ice Events, LLC, Downtown Hays Development Corporation, and the City of Hays, KS, all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Artificial Ice Events, LLC, Downtown Hays Development Corporation, and the City of Hays, KS.

By entering into this agreement, I am not relying on any oral or written representation or statements made by these releasees other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is founded to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
Preferred Phone Number

\_\_\_\_\_  
Preferred Email Address

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Any child under the age of 12 shall be accompanied by a parent or guardian at all times.

\_\_\_\_\_  
Signature of Parent or Adult Legal Guardian if participant is a minor, and by their signature, they on my behalf release all claims that both they and I have.

\_\_\_\_\_  
Name of Parent or Adult Legal Guardian (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date