

Assumption of Risk Agreement <u>Please read carefully</u>

IN CONSIDERATION of the license granted to me by the New York State Olympic Regional Development Authority ("Olympic Authority") to access the Facility/Facilities and participate in the Activity, I, the undersigned, expressly acknowledge and agree as follows:

- 1. **Definitions**: (1) "Activity" means the sport of figure skating, which I participate in; (2) collectively the "Facilities" and each a "Facility" means the Olympic Center, the 1980 Rink, the 1932 Rink, and/or the USA Rink; (3) "Event" means the Ice Sports Industry Figure Skating Competition.
- 2. PARTICIPATION IN THE ACTIVITY AND USE OF THE FACILITY/FACILITIES INVOLVE INHERENT RISKS THAT CAN RESULT IN SERIOUS PERSONAL INJURY, PROPERTY DAMAGE, OR EVEN DEATH.
- 3. I knowingly assume all risks of personal injury (including death), and/or property damage, that I may suffer that are inherent to my participation in the Activity and use of the Facility/Facilities. I further acknowledge that I am participating in the Activity and using the Facility/Facilities at my own risk, and that Olympic Authority, the State of New York, the Town of North Elba, the Town of North Elba Park District, and any of their respective officers, agents, and employees, bear no responsibility or liability for any injury, damage, or loss to person or property arising out of or resulting from risks that are inherent to my participation in the Activity and use of the Facility/Facilities.
- 4. I understand that the risks inherent to participating in the Activity and the use of the Facility/Facilities include, but are not limited to, the following:
 - a. **Figure Skating:** Muscle tears, strains, sprains, fractures, broken bones, spinal cord injuries, head injuries, cardiovascular complications, high blood pressure, dehydration, dizziness and fainting; injuries from falls; injuries that could occur from coming into contact with ice skates; injuries that could occur from coming into contact with another skater, skating surface, or dasher boards; property damage; and risks that independently or in combination can result in sustaining injury, or in rare situations, sustaining injuries that result in death.
- 5. I understand and accept that in the course of participating in the Activity, I may be required to use a variety of equipment. I acknowledge that it is my responsibility to provide, utilize, examine, inspect, and maintain the equipment and clothing necessary for my safe participation in the Activity/Activities for the Event.
- 6. I will not participate in the Activity or use the Facility/Facilities while under the influence of alcohol and/or drugs.
- 7. I agree to observe, read, and abide by any and all notices as may be posted at the Facility/Facilities which may pertain to my responsibilities as a participant in the Activity and use of the Facility/Facilities.

8. If I am signing as a parent or legal guardian for a child/dependent under the age of 18, I represent that I am authorized to sign on behalf of said child/dependent and acknowledge that said child/dependent is bound by all the terms of this agreement. I affirm that I have spoken with the child/dependent about the risks inherent in the Activity that such minor child/dependent is participating in, and I expressly agree to assume the responsibility for making such minor child/dependent aware of such inherent risks.

I UNDERSTAND THAT THIS IS A CONTRACT THAT IS BINDING UPON ME, MY HEIRS AND LEGAL REPRESENTATIVES AND I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE WITH THE TERMS OF THIS AGREEMENT.

Participant Signature	Printed Name	Date
Parent/Legal Guardian Signature	Printed Name	Date