

Fire and Ice Waiver

Although parents are generally not allowed in the gym except in designated viewing areas, parents are still required to be listed as a participant for the rare occasions when they are allowed in the gym.

RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“Agreement”)

In consideration of participating in activities at Fire and Ice Xtreme, I represent that I understand the nature of the activities and that I am qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the condition in which the event takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in the Activity. I understand this waiver is for any and all current or future visits to Fire and Ice Xtreme at this location or any future location.

I hereby release, discharge, and covenant not to sue Fire and Ice Xtreme, Pittsburgh Xtreme, LLC, Brickyard Park Holdings, LLC, Chase V. Holdings, LLC, No Offseason, LLC, Chase Development, LLC, Landlord and Property Owner and its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releases”, or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, Understand that I have given up substantial rights by signing it and have signed it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Typed/Printed name of Participant(s)	Date of Birth	
_____	_____	Child
_____	_____	Child
_____	_____	Child
_____		Guardian(s) Name(s)

AND I, the minor’s parent and/or legal guardian understand the nature of the activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I the minor, or anyone on the minor’s behalf makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation, expenses, attorney fees, loss liability, damage, or cost any releasee may incur as the result of any such claim.

Typed/Printed name of Parent/Legal Guardian*

Signature of Parent/Legal Guardian*

Phone #*

Email address*

Date*

OFFICE USE ONLY

Activity attended _____

*Required