

# SKATE @ CANAL DISTRICT KENDALL



Name \_\_\_\_\_ Street \_\_\_\_\_ Date \_\_\_\_\_

City or Town \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Add to E-Mail List: \_\_\_\_\_ Have you skated here before? Yes \_\_\_ No \_\_\_

How did you learn about the rink? \_\_\_\_\_ # of Persons in Your Group \_\_\_\_ # of Skates Needed \_\_\_\_

## RELEASE AND WAIVER OF LIABILITY Please Read Carefully Before Signing

In consideration of permission to use, today and on all future dates, the property, facilities, and service ("Facilities") of Kendall Square Community Ice Skating, I, the undersigned ("Skater"), in consideration of the rental of equipment to me and/or my admission to the Facilities and/or my participation in a lesson, hereby expressly agree:

1. THAT RISKS ARE ASSOCIATED WITH ICE SKATING, and these risks include but are not limited to slips, falls, changing and uneven ice surfaces, and collisions with other skaters or objects on or adjacent to the ice surface. These risks can cause loss or damage to equipment, injury, illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.
2. THAT I AM FULLY AWARE OF THE RISKS AND HAZARDS involved in or arising from my use of or presence upon the Facilities, including, but not limited to, those named above,
3. TO ASSUME FULL RESPONSIBILITY for and risk of bodily injury, death, or property damage as a result of my participation in ice skating, my presence upon the Facilities, and/or my use of the rented equipment, regardless of whether the injury, death or property damage is caused, in whole or in part, by the negligence, or gross negligence, of the Releasees. My assumed risk shall include, without limitation, the risks of injury or death resulting from collision between myself and another person or a stationary object or the negligent or deliberate act of another person or a defect in or on the property.
4. TO FULLY AND FOREVER RELEASE Kendall @ Canal District Kendall. BMR Kendall Development LLC, Biomed Realty LLC, Kendall Square Corporation, Charles River Recreation Inc., and all of their successors, assigns, affiliates, officers, directors, employees, and agents ("Releasees") from, and AGREE NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of Skater's use of or presence upon the Facilities, including but not limited to those based on bodily injury, whether or not caused by the negligence, gross negligence, or other fault of the Releasees or a defect in or on the property.
5. THAT THIS RELEASE shall be binding upon my heirs, next-of-kin, administrators, executors, assigns, and legal representatives.
6. TO WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which I and/or the Releasees do not know or suspect to exist at the time of executing the release.
7. TO ASSUME FULL RESPONSIBILITY for myself and for any minor children for whom I am responsible and hereby release and shall indemnify the Releasees from any and all liabilities incident to the participation in ice skating, presence at the Facilities or use of equipment by minor children for whom I am responsible.
8. THAT I WILL BE RESPONSIBLE for the full replacement cost of any equipment I have rented from Kendall Square Community Ice Skating and agree to pay for damages or replacement for such equipment beyond reasonable wear and tear.
9. IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS INCURRED BY THE RELEASEES.
10. IF ONE OR MORE PARTS OF THIS RELEASE ARE DEEMED UNENFORCEABLE for any reason, the remaining provisions shall remain in full force and effect.
11. I HAVE READ AND UNDERSTAND THIS AGREEMENT; I understand that by making and signing this agreement I surrender certain legal rights, including, but not limited to, my right to sue; I agree that no oral statements, representations, or inducements apart from the language of the above agreement have been made; and I SIGN THE AGREEMENT VOLUNTARILY AND FREELY.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_