



4545 La Jolla Village Dr.
 San Diego CA 92122
 (858)452-9110
 www.utcice.com

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

THIS AGREEMENT MUST BE COMPLETED BY, OR FOR, EACH PARTICIPANT.
 PLEASE READ CAREFULLY

IT IS AGREED AS FOLLOWS:

1. It is the purpose of this agreement to exempt, waive and relieve from liability for personal injury, property damage, and wrongful death, if caused by negligence, including the negligence, if any, of La Jolla Ice Town, Inc., dba UTC Ice ("UTC Ice"), event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees ("Releasees").
2. For and in consideration of the undersigned's being allowed to participate in sporting activities at UTC Ice, including, but not limited to, ice hockey, broom ball, figure skating, speed skating, skate dancing and any other sporting activity which participant may participate in while on UTC Ice premises (hereinafter referred to as "ice rink activities"), participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release Releasees and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in UTC ICE events, ice rink activities (whether team or individual) and any other sporting activity incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.
3. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that Ice rink activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in Ice rink activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.
4. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.
5. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.
6. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.
7. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow Ice rink activities to exist in their present form.
8. **Advertising Material:** UTC Ice, has the right to use, for advertising and promotional material, all photographs and or videos taken of myself and my child at UTC Ice.

PARTICIPANT'S SIGNATURE REQUIRED

1. _____ PARTICIPANT SIGNATURE	DOB ___/___/___	Email: _____	Date Signed ___/___/___
_____	PARTICIPANT NAME (PRINT) PARENT OR GUARDIAN SIGNATURE (if Participant is 18 years of age or younger)		
2. _____ PARTICIPANT SIGNATURE	DOB ___/___/___	Email: _____	Date Signed ___/___/___
_____	PARTICIPANT NAME (PRINT) PARENT OR GUARDIAN SIGNATURE (if Participant is 18 years of age or younger)		
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