



# CITY OF UTQIAGVIK

***"Farthest North Incorporated City"***

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## LIABILITY RELEASE AND INDEMNITY AGREEMENT

### CITY OF UTQIAGVIK, ROLLER RINK

The City of Utqiagvik ("City") operates the City of Utqiagvik Roller Rink located at 1849 Momeganna Street, Utqiagvik, Alaska 99723 (the "Roller Rink"). The Roller Rink is available for use by the general public. Improper use of the Roller Rink can result in serious injury to the user or others.

Any and all persons using the Roller Rink must abide by all posted and unposted rules and follow any additional instructions given by Roller Rink employees. The City, at its sole discretion, reserves the right to deny use of the Roller Rink to any person.

Anyone with a medical, physical, or other condition that may create an unsafe situation for themselves or others may not use the Roller Rink.

#### Participant Information

Participant Name: \_\_\_\_\_

Age(s) (if a minor): \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

#### PLEASE READ THE FOLLOWING LIABILITY RELEASE AND INDEMNITY AGREEMENT CAREFULLY BEFORE SIGNING

The undersigned, being either an adult participant or the adult parent/guardian of a participant under the age of 18 years old (the "Undersigned" or "I"), desires to participate in and attend activities (or consent to the participation in or attendance of activities by a minor participant) at the Roller Rink, including, but not limited to, events, parties, roller skating, roller blading, skateboarding, inflatable bounce houses and slides, and soccer (collectively, the "Activities"). In consideration for permission to participate in the Activities:

- I hereby expressly acknowledge and clearly understand and agree that these Activities may be inherently dangerous and carry a risk of injury, illness, or death. I understand that it is my responsibility to consult with my doctor or healthcare provider prior to and regarding my participation in the Activities. I have made no misrepresentations to the City, in regard to my age, or overall health and other conditions, and agree that I am able to participate in the Activities. I acknowledge that the City is not engaged in diagnosing or treating medical diseases or conditions.

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- I clearly understand that roller skating and soccer are strenuous and potentially hazardous activities and accept and assume the hazards and inherent risks of such Activities including, but not limited to: negligent or reckless behavior on the part of other participants, flying objects (like balls, sticks, etc.), inadequately maintained ice or equipment, over-exertion, strenuous activity, muscle strains, muscle pulls, muscle tears, concussions, broken bones, shin splints, heat exhaustion, injuries to joints, heart attacks, other illness or soreness, **physical or emotional injury, paralysis or permanent disability, bodily injury, property damage, and even death**. In using equipment and facilities, and participating in the Activities, I recognize and accept such dangers, whether they are marked or unmarked. I realize that falls, collisions, and other accidents do occur, especially on roller rink surfaces. I agree that I am ultimately responsible for my own safety. I freely accept and assume all risks of injury, illness, or death that may occur while participating in the Activities and utilizing related facilities and equipment. I also understand that the City is not responsible for any personal property lost, stolen, or damaged in or about Roller Rink.
- I also understand that the Roller Rink facility comes with its own risks, including, without limitation, noxious odors, collapse, and potentially dangerous conditions, both obvious and hidden. I agree that I am ultimately responsible for my own safety and freely accept and assume all risks of injury that come with participating in Activities at Roller Rink.
- I understand that this Liability Release and Indemnity Agreement shall be effective for a period of 3 years from the date of my signature below, or upon written termination by me, whichever is earlier, provided I deliver a copy of such termination to the City. I understand that this Liability Release and Indemnity Agreement shall apply to subsequent participation in any activities occurring at Roller Rink while this Liability Release and Indemnity Agreement is in effect.
- I agree that if any portion of this Liability Release and Indemnity Agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my family members, my heirs, next of kin, executors, administrators, assigns, and representatives.

By signing this document, I may be found by a court of law to have waived my right to maintain a lawsuit against the City and/or the City Group on the basis of any claim from which I released them herein. I understand that participating in the Activities at the Roller Rink facility, and use of the equipment is at my own risk. **I expressly accept and assume all risks** inherent in my participation in the Activities, my participation in the Activities is entirely voluntary, and I elect to participate in the Activities despite all risks.

As a condition of and in consideration for my participation in the Activities at Roller Rink, for any purpose:

- **I HEREBY WAIVE ANY AND ALL CLAIMS AGAINST, THE CITY AND ITS ELECTED OFFICIALS, NON-ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSTRUCTORS, VOLUNTEERS, CONTRACTORS, DIRECTORS, OFFICERS, TRUSTEES, AND SURETIES (COLLECTIVELY, THE “CITY GROUP”) FOR DEATH, INJURY TO PERSON OF ANY SORT, OR INJURY TO PROPERTY OF ANY SORT THAT OCCURS DURING OR IS RELATED TO ACTIVITIES AT ROLLER RINK, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY GROUP OR OTHERWISE, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE, INJURY OR DEATH OF ANY KIND WHICH MAY RESULT. I AGREE TO PAY ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY ANY OR ALL OF THE MEMBERS OF THE CITY GROUP IN ENFORCING THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT WHETHER IN SUIT OR OTHERWISE.**

**I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY GROUP FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION RELATED TO MY PARTICIPATION IN THE ACTIVITIES FOR ANY PURPOSE. SHOULD THE CITY GROUP OR ANYONE ACTING ON THEIR BEHALF BE REQUIRED TO INCUR ATTORNEY’S FEES OR LEGAL COSTS TO ENFORCE THIS AGREEMENT, I FURTHER AGREE TO INDEMNIFY AND HOLD THE CITY AND THEIR AGENTS HARMLESS FOR ALL SUCH ACTUAL FEES AND COSTS.**

**READ ALL PAGES**



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## ADULT PARENT/GUARDIAN SIGNING ON BEHALF OF A MINOR

IF I AM SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE MINOR'S PARENT OR LEGAL GUARDIAN. I GIVE MY PERMISSION AND CONSENT TO THE MINOR PARTICIPATING IN THE ACTIVITIES. I ACCEPT THE TERMS OF THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT ON BEHALF OF THE MINOR, AND I AGREE THAT THE MINOR AND I ARE BOUND BY THE TERMS OF THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR'S USE OF PRODUCTS, EQUIPMENT, FACILITIES, AND/OR PARTICIPATION IN ACTIVITIES AT ROLLER RINK. I AGREE TO RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY AND THE CITY GROUP FOR ANY CLAIMS BROUGHT BY MYSELF, BY THE MINOR, OR ON BEHALF OF THE MINOR.

I HAVE READ AND UNDERSTAND THE TERMS OF THE ABOVE LIABILITY RELEASE AND INDEMNITY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent / Guardian: \_\_\_\_\_ Date: \_\_\_\_\_