



## City of Graham Waiver, Release of Liability, Permission & Authorization Form

### Downtown Graham's Ice Skating Rink on Synthetic Ice

#### Release of Liability and Waiver of Risk Agreement:

In consideration of being allowed to participate in any way on Downtown Graham's Ice Skating Rink on Synthetic Ice and related events and activities organized by the City of Graham Recreation and Parks Department and Alamance Arts (hereafter PARTNERS), the undersigned understands, appreciates, acknowledges and agrees that:

1. The risk of injury from activities involved in this program, events, related events, and activities is significant, including but not limited to the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY WAIVE ALL SUCH RISK of injury as aforesaid, both known and unknown, and take full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Ice Skating Rink official immediately; and,
4. WITH RESPECT TO ANY AND ALL INJURY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE PARTNERS and their officers, officials, agents, and/or employees, as well as other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event.

I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT WHATSOEVER.

#### Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people. The City of Graham, NC (City), has enacted preventative measures to reduce the spread of COVID-19; however, the City cannot ensure that you, or any other person, will not become infected with COVID-19. Further, attending City sponsored activities and participating in City programs could increase your risk of contracting COVID-19.

By signing this form, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending City activities and participating in City programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that there is a risk of becoming exposed or infected by COVID-19 at City activities and/or participation in City programs.

I voluntarily agree to assume the risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my attendance at City activities and/or participation in City programs. On my behalf, I hereby release, covenant not sue, discharge, and hold harmless and indemnify the City, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

**Photography Waiver:** I give permission to have myself and/or my child appear in any current and/or future media coverage approved by the PARTNERS.

**I have read and fully understand this form and I voluntarily agree to the terms of this agreement.  
If under the age of 18 years of age, the printed name of minor and signature of legal guardian are required.**