

CHURCHILL RINK AT JACKSON'S LANDING GENERAL RELEASE OF CLAIMS & WAIVER OF LIABILITY

I, _____ the "Participant", do hereby unconditionally remise, discharge, quitclaim, and fully release the Town of Durham, New Hampshire, its agents, employees, officials, successors, and assigns, from any and all claims, demands and causes of action and liability of whatsoever nature arising from my participation in any on or off ice activity, program, or event held at Churchill Rink at Jackson's Landing.

The novel coronavirus has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly by from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Churchill Rink has put in place preventative measures based on guidelines provided by the State of NH and CDC to reduce the spread of COVID-19; however, Churchill Rink cannot guarantee that you will not become infected while attending the facility. All Participants agree to follow established protocols while at the facility.

By signing this agreement, Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he or she may be exposed to or infected by COVID-19 by using the facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands the risk of becoming exposed to or infected by COVID-19 at Churchill Rink may result from the actions, omissions, or negligence of himself or herself and others, including, but not limited to, Churchill Rink employees, volunteers, participants, and their families. The participant fully understands and voluntarily agrees to assume all the foregoing risks and accepts sole responsibility for any injury to themselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant may experience or incur in connection receiving the Services at Churchill Rink.

Participant hereby releases, covenants not to sue, discharge, and holds harmless Churchill Rink, the Town of Durham, its employees, agents, and representatives, of and from Churchill Rink, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release includes any claims based on the actions, omissions, or negligence of Churchill Rink, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after receiving services at Churchill Rink.

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

x _____ Date: _____ Age: _____
PARTICIPANT SIGNATURE

Street: _____ City: _____ State: _____

Phone: _____ Email: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 at signing)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in activities at Churchill Rink, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date: _____ Age: _____
PARENT/GUARDIAN SIGNATURE

Street: _____ City: _____ State: _____

Phone: _____ Email: _____

PLEASE LIST GROUPS OR ACTIVITIES YOU INTEND TO PARTICIPATE IN BELOW