

**Merrill Fay Arena (MFA)  
Participant  
Release and Waiver of Liability**

This Release, Assumption of Risk, Indemnification, and Waiver of Liability (“Release”), is executed on this date by the undersigned entrant, guest, parent of a student, or student (if over 18 years of age) (hereinafter, “**Entrant**”) in favor of Merrill Fay Arena (MFA) and the Winnepesaukee Skating The Arena (WSC) herein after referred to collectively as “**The Arena**” and in exchange for entrance to the grounds of the **The Arena**, or use of **The Arena** property or in participation in certain activities of the **The Arena**. **The Arena** shall include the directors, officers, staff, employees, and volunteers, past, present, and future of **The Arena**.

The **Entrant** does hereby knowingly, freely, voluntarily, and without duress execute this Release for **Entrant**, and on behalf of any spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns of **Entrant**, and hereby agrees to and makes the following contractual representations under the following terms:

**Rules of The Arena**

**Entrant** hereby agrees to abide by the rules, regulations, policies, and verbal directions of **The Arena**, including all COVID-19 related measures communicated by **The Arena**. This includes abiding by any directives of staff or directors.

**Entrant** understands that participation in recreational and team skating sports can be dangerous involving risks both known and unknown.

**Entrant** agrees to assume all risks of participating in any event associated with **The Arena** and further agree to hold harmless **The Arena** for any incident and/or injury incurred while participating or attending events at Merrill Fay Arena, regardless of the cause.

**Entrant** further agrees to release and discharge the above parties from all liability claims, demands, losses or damages caused by or alleged to be caused in whole or part by the negligence or alleged negligence of the above parties.

**Entrant** agrees to exercise good sportsmanship during all activities or events and to be supportive of coaches, officials, staff and volunteers. **Entrant** understands that any disorderly conduct or conduct dangerous to myself and others, as determined by **The Arena** and or designated representatives, including designated Volunteer Organizers/Facilitators, may result in suspension or revocation of my participation.

**Waiver and Release & Assumption of the Risk**

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 recommend social distancing and have in many locations, prohibited the congregation of groups of people. **The Arena** has put in place preventative measures to reduce the spread of COVID-19; however, **The Arena cannot guarantee** that **Entrant** will not become infected with COVID-19 or be exposed to someone who has been infected with COVID-19. Further, **being present at The Arena could increase Entrant’s risk of contracting COVID-19**. **Entrant** acknowledges the inherent risks associated with skating sports and recreation, including but not limited to the possibility of personal contact with those who or may be infected with COVID-19. The responsibility for an **Entrant’s** decision to participate in skating sports/recreation or any other program or event or entering any such event at **The Arena’s** property is **Entrant’s** alone.

\_\_\_\_\_ Initials

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**Entrant** hereby expressly and specifically assumes the risk of injury or harm and does hereby release and forever discharge and hold harmless **The Arena** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from **Entrant's** participation in activities at or otherwise related in any way to **The Arena**, including without limitation time spent on **The Arena** property or use of **The Arena** property. **Entrant** understands that this Release discharges **The Arena** from any liability or claim that the **Entrant** may have against **The Arena** for any bodily injury, personal injury, disability, illness, death, and/or property damage that may result or in any way be related to **Entrant's** participation in **The Arena's** program and/or events or time at **The Arena** or use of **The Arena** property.

**Medical Treatment**

**Entrant** does hereby release and/or otherwise relating to **The Arena** forever discharge **The Arena** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, hospitalization, or service rendered in connection with **Entrant's** participation in events and/or programs at **The Arena** or otherwise relating to **The Arena**.

**Indemnity**

Further, **Entrant** agrees to indemnify, defend, and hold harmless **The Arena** against and from any and all liability, claims, demands, losses, expenses (including attorney's fees) or damages imposed on, incurred by, or asserted against **The Arena** resulting from, arising out of, in connection with, or relating to **Entrant's** participation in **The Arena** activities or programs, use of **The Arena** property, time spent on **The Arena** property or otherwise related to **The Arena**.

**Other**

**Entrant** expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. **Entrant** agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**Responsibilities of Entrant**

The **Entrant**, by signing this document, and in the future by entering **The Arena's** grounds, certifies that:

1. The **Entrant** has not had contact with a confirmed COVID-19 case in the last 14 days;
2. The **Entrant** is not currently experiencing any of the symptoms of COVID-19 (including, but not limited to cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell). A full list of symptoms is available at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>;
3. While on **The Arena** grounds, **Entrant** agrees to engage in social distancing and wear a mask or other face covering.

\_\_\_\_\_ Initials

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**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY. UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, INDEMNIFICATION.**

**BY SIGNING BELOW, I (AS THE ENTRANT OR AS THE PARENT/LEGAL GUARDIAN OF THE MINOR IDENTIFIED BELOW) HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE IN CONNECTION WITH MY (OR THE MINOR'S) ENTRANCE TO THE ARENA FOR THE 2020-2021 SEASON.**

Date Signed \_\_\_\_/\_\_\_\_ 2020

**PARTICIPANT'S SIGNATURE \_\_\_\_\_**

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION) 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 of 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 these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. SIGNATURE EMERGENCY PHONES # (s)**

Date Signed \_\_\_\_/\_\_\_\_ 2020

**PARENT/GUARDIAN SIGNATURE \_\_\_\_\_**

**EMERGENCY PHONE NUMBER(S) \_\_\_\_\_**