**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

In consideration of being permitted to participate in activities at the facility known as the Piscataquis County Ice Arena, located at 1049 West Main Street in Dover-Foxcroft, Maine (the “Facility”), I (the “Participant”) agree as follows:

I understand that ice-related sports, including ice hockey, figure skating, ice skating, broom ball, and curling, and other arena-related sports and recreational activities, whether on ice or any other surface (collectively, “Activities”) involve inherent and other risks of bodily injury, including, without limitation, disability or death (collectively, “Bodily Injury”), and/or property damage, which may be caused by the actions or inactions of myself or others, the conditions at the Facility, **and/or the negligence of any of the Releasees** (as hereafter defined), and that there may be other risks either not known to me or that are otherwise not foreseeable. I represent that I am qualified, in good health, and in proper physical condition to participate in Activities. If I believe conditions at the Facility are unsafe, I will immediately discontinue participation in Activities.

I am also aware of the highly contagious nature of the **2019 novel coronavirus disease** (COVID-19) (the “Disease”) and the risk that I may be exposed to or contract the Disease by being in or around the Facility or participating in Activities therein. I understand and acknowledge that Disease exposure or infection may result in serious illness, bodily injury, permanent disability or death (collectively, “Disease Injury”). I also understand that while the Releasees have implemented preventative measures at the Facility in an effort to reduce the spread of the Disease, it is not possible to guarantee that I will not become infected with the Disease while at the Facility or engaging in Activities, and that being in or around the Facility may increase my risk of contracting the Disease.

I represent that I am familiar with the guidance provided by the Federal and State of Maine Centers for Disease Control and Prevention regarding the Disease, and agree that I will comply with all such guidelines while at the Facility, including, without limitation, requirements for hand sanitation, social distancing and use of a face covering. I agree not to enter the Facility if: I am experiencing any symptoms of the Disease (such as, but not limited to, cough, shortness of breath, fatigue, or fever), have a confirmed or suspected case of the Disease (including while waiting for test results, if applicable), have come in contact with another person with a confirmed or suspected case of the Disease (including while that person is waiting for test results, if applicable) within the last fourteen (14) days, or have traveled outside of Maine and have not completed any applicable self-quarantine requirements (unless I received a negative Disease test result in compliance with State law with respect to the travel).

**Notwithstanding the risks associated with participation in the activities or the disease, I acknowledge that I am voluntarily entering the Facility and engaging in the Activities with the knowledge of the dangers involved.**

**I voluntarily and expressly assume all risks of BODILY injury, DISEASE INJURY, disability, death and/or property damage that may result or arise from being in or around the facility or engaging in the activities.**

I hereby **release** and agree to **defend, indemnify, and hold harmless** Trustees of Foxcroft Academy, August Corporation, all lenders, persons, trusts, and/or entities providing financing or other funding for the Facility, and all of the members, directors, trustees, officers, employees, and agents of each of the foregoing parties, and all volunteers associated with any Activities (each of the foregoing parties and persons, in the singular, a “Releasee” and, in the plural, “Releasees”) from, and **covenant not to sue** any of the Releasees for, any and all claims, demands, causes of action, losses, liabilities, and/or damages for, or in any way arising out of, any Bodily Injury, Disease Injury and/or property damage, which results, directly or indirectly, from my participation in any Activities at the Facility and/or my use of or entry into the Facility, regardless of cause, and **including, without limitation, those caused by or arising out of the negligence of any of the Releasees**, and also from all costs and expenses, including attorneys’ fees, that may be incurred by any of the Releasees.

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Trustees of Foxcroft Academy or its agents have the right, but not the obligation, to provide rules, regulations, and/or ice monitors for any of the Activities, but I hereby agree that none of the Releasees shall be responsible for the enforcement of rules or regulations or the supervision of me or other participants while at the Facility.

**By signing, I acknowledge that I have read and understANd all of the terms of this Waiver, Release of Liability, Assumption of Risk, and Indemnity (this “Agreement”) and understand that I AM VOLUNTARILY givING up substantial rights by signing it.**

**i have signed THIS AGREEMENT freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law**.

This Agreement constitutes the sole and entire agreement between the Releasees and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to its subject matter. If any portion of this Agreement is held to be invalid, the remainder shall continue in full force and effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without giving effect to any choice or conflict of law provision or rule.

**Each of the Releasees is intended to be and is hereby made a thirty-party beneficiary of this Agreement.**

**This Agreement applies to my current and future participation in any Activities at the Facility**.

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| Signature of Participant: Date:  Printed Name: Date of Birth: |

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**If the Participant is under the age of 18**: I am the parent or legal guardian of the Participant. I have the authority to enter into this Agreement. I have read, understand, and agree to be bound by the terms of this Agreement. If any claim or cause of action is brought in contravention of this Agreement or that in any way relates to the Participant’s participation in any Activities at the Facility, regardless of cause, including, without limitation, any claims or causes of action arising out of the **negligence** on the part of any of the Releasees, I hereby agree to **indemnify, hold harmless, and defend** each of the Releasees from and against all such claims and causes of action, including all damages, losses, liabilities, and attorneys’ fees that they may be incurred by any of the Releasees. I further **release** each of the Releasees from all claims, demands, causes of action, losses, liabilities, and/or damages for, or in any way arising out of, any Bodily Injury, Disease Injury and/or property damage, which results, directly or indirectly, from the Participant’s participation in any Activities at the Facility, regardless of cause, and **including, without limitation, those caused by or arising out of the negligence of any of the Releasees**.

**Each of the Releasees is expressly intended to be and is hereby made a third-party beneficiary of this Agreement.**

**This Agreement applies to Participant’s current and future participation in Activities at the Facility.**

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| Signature of Parent/Legal Guardian: Date:  Printed Name: |