

**PARTICIPATION AGREEMENT, RELEASE
OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO: CAITLIN ENTERPRISES, INC. D/B/A Thomas Creek Ice Arena ("Arena") and the League ("League") and their owners, officers, directors, agents, employees, and/or representatives:

ASSUMPTION OF RISK: I am aware that ice-skating involves certain inherent risks, dangers and hazards, which can result in serious personal injury or death. I am also aware that ice skating arenas contain potential dangers to the ice-skating public. **As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participating in ice skating activities. I further recognize and acknowledge that the risks inherent in the sport of ice-skating can be greatly reduced by: taking lessons, abiding by the Skater Responsibility Code (now known as 'Your Responsibility Code') and using common sense.**

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in the League's ice skating activities at the Arena, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Arena and/or the League resulting from the League's activities at the Arena.
- 2. TO RELEASE** the Arena from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the activity described in this Agreement, due to any cause whatsoever, including negligence of breach of contract on the part of the Arena and/or the League in the operation, supervision, design, or maintenance of the Arena.

ARBITRATION: In further consideration of allowing me to participate in the League's ice skating activities in the Arena, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the Arena and/or the League arising from the League's activities at the Arena. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon by heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ARENA AND THE LEAGUE.

PARTICIPANT

Last Name	First Name
Address	
City	
State	Zip/Postal Code
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Telephone	
DOB	Sex

ARENA

CAITLIN ENTERPRISES, INC. D/B/A THOMAS CREEK ICE ARENA
Name 80 Lyndon Rd. Fairport, NY 14450
Address

Signature of Participant

Signature of Parent or Guardian if Participant is a minor

Date