

Louisville Skating Academy
Release, Waiver of Liability, Assumption of Risk, Covenant Not to Sue
and Indemnity Agreement (“Agreement”)

(BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that participation by me, or my child, in any and all Louisville Skating Academy (LSA) activities (including but not limited to LSA basic skills group) involves an inherent risk of and exposure to property damage and bodily injury to me, or my child. Dangers related to the sport of ice skating and related off-ice training include personal injury to me or my child, and also include but are not limited to: broken bones, strains, sprains, cuts, abrasions, bruises, and concussion. I am aware of the risks, hazards, and dangers posed by all activities associated this sport. I also understand that my or my child’s participation in this sport and in Louisville Skating Academy activities (including LSA basic skills group), which may include skaters of varying experience, skills, and abilities, places me, or my child at greater risk of injury than choosing not to participate. I understand that I, or my child, or other skaters on the ice, may need to practice skills where speed, power, and difficult, dangerous jumps, spins, spirals, and moves-in-the-field are required. I understand that there will be times when skaters are skating backwards, spinning, or practicing other maneuvers where it may not be possible to see clearly and stop their maneuver(s) in time to prevent a collision with a skater who has crossed his or her path. I agree that I, or my child, has a responsibility to maintain a lookout for and to avoid a collision with skaters in such maneuvers. I understand that the coaches on the ice are independent contractors and not employees or agents of LSA or LSA basic skills group, and that a coach cannot guarantee my or my child’s safety. I am solely responsible for assessing, at all times, whether the conditions of the practice ice session, related off-ice training session, the arena, and ice surface are safe or suitable to my or my child's experience, skills, and abilities. I understand that I am responsible for exiting or exiting my child off the session or arena and choosing not to participate if I deem conditions unsuitable or a danger to me, or my child. By participating in any LSA activities I agree that I and/or my child have assumed the risk of bodily injury and the dangers associated with ice skating, including but not limited to those listed above.

I acknowledge that I am solely responsible, through insurance or otherwise, for any medical, hospital, and any and all other costs arising out of any bodily injury or property damage sustained through my or my child’s participation in LSA activities (including LSA basic skills group). I hereby assume on behalf of myself, and my child any and all such risks.

I understand and agree to each of the following terms: (1) that LSA does not have medical personnel available at the location of its activities; (2) that I expressly grant the LSA Skating Director or his/her assignee authority and permission to render emergency medical treatment for my child; (3) that such medical treatment by LSA shall be subject to the terms of this Agreement; (4) that LSA, its officers, directors, board members, members, volunteers, independent contractors (including coaches), and employees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment; and (5) that I and/or my child release LSA for any and all liability associated with such emergency medical treatment.

I understand that LSA may, but has no obligation to, provide rules, regulations or ice monitors. I hereby acknowledge that LSA shall not be responsible for the supervision of LSA members (including LSA basic skills group).

In consideration for my or my child's participation in LSA activities (including LSA basic skills group), I hereby release LSA and its officers, directors, board members, members, volunteers, independent contractors (including coaches), and employees from all liabilities, claims, demands, causes of action of whatever kind, losses, damages arising from or by reason of any personal injury, property damage, or consequences thereof, resulting from my, or my child's participation, in any LSA activities and programs (including LSA basic skills group).

If, notwithstanding this Agreement, I, or anyone on my behalf, or anyone on my minor child's behalf makes a claim against LSA or any of the forgoing persons associated with LSA, I will indemnify, defend and hold harmless each such persons from any and all such liabilities, costs, expenses and fees which may be incurred as a result of such claim.

I agree that this Agreement binds me, members of my and my child's family, my spouse, and my child's heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Kentucky, and that a Jefferson County, Kentucky Court shall have jurisdiction over any disputes related to this release; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

This Agreement replaces all prior agreements, releases, waivers of liability, assumptions of risk and covenants not to sue.

I agree that I have read, understand, and freely and voluntarily signed this Release, Waiver of Liability, Assumption of Risk, Covenant Not to Sue and Indemnity Agreement.

IF APPLICANT(S) IS/ARE UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN'S SIGNATURE IS REQUIRED. SEE PARENT OR LEGAL GUARDIAN SIGNATURE SECTION BELOW:

SIGNATURE SECTION FOR APPLICANT 18 YEARS OF AGE OR OLDER - INCLUDING PARENT APPLICANT:

Print Name of Applicant 18 or older Signature of Applicant 18 or older Date

PARENT OR LEGAL GUARDIAN OF MINOR APPLICANT SIGNATURE SECTION:

As a Parent or Legal Guardian to the minor applicant(s) named below I have the authority to consent on behalf of the applicant(s) under eighteen (18) years of age.

Print Name of Parent or Legal Guardian Signature of Parent or Legal Guardian Date

Names(s) of Minor Children under 18 years of age
