

**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 concussions. I am aware of the risks, hazards, and dangers posed by all activities associated with 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 understand that I assume any and all risks associated with allowing my child to skate without a coach or adult supervision, and that LSA assumes no responsibility for providing adult supervision of my child. I am solely responsible for assessing, at all times, whether the conditions of the rink, 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.

COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and an individual can be infected with COVID-19 without their knowledge and be asymptomatic. LSA cannot guarantee that I or anyone else will not become infected with COVID-19, including my skater, me, my spouse, guests, unborn child, or relatives. I understand and acknowledge that participation in LSA program(s), related events, or activities, increases the risk of contracting COVID-19. By signing this agreement, I ACKNOWLEDGE the above facts as stated regarding COVID-19 and the contagious nature of COVID-19, and I VOLUNTARILY ASSUME THE RISK that I or my skater may be exposed to or infected by COVID-19 by participating in LSA program(s), related events, or activities, and that such exposure or infection may result in personal injury, severe illness, permanent disability, and death to my skater, myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at LSA program(s), related events, or activities may result from the actions, omissions, or negligence of myself or others, including, but not limited to, LSA officers, directors, board members, members, volunteers, independent contractors (including coaches), and employees. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of LSA, its officers,

directors, board members, members, volunteers, independent contractors (including coaches), and employees, whether a COVID-19 infection occurs before, during, or after participation in any LSA program(s), related events, or activities.

I understand that the skating facility is owned and operated by Iceland Sports Complex and that LSA has not inspected the entire facility. I further understand that Iceland Sports Complex is open to the public and other individuals are frequently present who have no affiliation with LSA. I understand that LSA does not assume any responsibility for the supervision of my child. I acknowledge that I am aware of and assume responsibility for any and all risks associated with leaving my child unattended at Iceland Sports Complex. 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 decision to leave my child at Iceland Sports Complex unattended and/or unsupervised.

I acknowledge that, unless I make other arrangements with LSA, 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. To the extent that ice monitors are present I acknowledge that they are doing so as volunteers. 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.

I acknowledge that LSA is a non-profit entity and my and/or my child's participation is entirely voluntary. I understand that LSA encourages wholesome recreation for adults, boys, and girls and strives to provide affordable recreational activities.

**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:**

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<b>Print Name of Applicant 18 or older</b>	<b>Signature of Applicant 18 or older</b>	<b>Date</b>
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**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.

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<b>Print Name of Parent or Legal Guardian</b>	<b>Signature of Parent or Legal Guardian</b>	<b>Date</b>
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**Names(s) of Minor Children under 18 years of age**

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