

THE ICE RIDGE

INDEPENDENT CONTRACTOR RELEASE OF LIABILITY AGREEMENT -- READ BEFORE SIGNING --

In consideration of being allowed to participate as an INSTRUCTOR OR PARTICIPANT in the Ice Ridge Learn to Skate program, and related figure skating events and activities of the Ice Ridge, I, _____

(Name of Participant), the undersigned, acknowledges, appreciate, and agree that:

1. My participation in the activities involved in this program is as an independent contractor, as such term is defined by the laws of the state of Iowa.
2. Through my participation in the activities in this program I have no rights to, or expectation of, any state workers' compensation benefits or other types of life, health or personal accident insurance under the law of the state of Iowa.
3. I am aware that the risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in Learn to Skate, Public Skating and Figure Skating events, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
5. I willingly agree to comply with the stated and customary terms and conditions for participation in above mentioned activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ICE RIDGE, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. Arbitration: In Further consideration of allowing me to participate in the aforementioned activities, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the facility arising from my activities at the facility. 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 claims 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.

- 8. I shall not, by reason of anything in this Agreement, be deemed to be an employee of THE ICE RIDGE.
- 9. I will indemnify, defend and hold harmless THE ICE RIDGE, its officers, agents and employees from any claim brought against either me personally or THE ICE RIDGE, resulting from my use of the Facility and my participation in the above named programs.
- 10. I will procure and maintain a Comprehensive General Liability Insurance Policy and, where allowed under state law, a workers' compensation insurance policy during the full term of this Agreement. This insurance policy will insure me for any injuries sustained by me or any claim brought against either me personally or THE ICE RIDGE, resulting from my use of the Facility and my participation in the above named activities. The insurance policy shall name the THE ICE RIDGE, as additional insured. The insurance policy shall have limits of not less than \$1,000,000 per occurrence for injury or death. The insurance policy shall provide that before any cancellation or reduction in coverage, the insurance company will give THE ICE RIDGE at least 30 days prior written notice. Before this agreement goes into effect, I will deliver to THE ICE RIDGE a Certificate of Insurance satisfactory to THE ICE RIDGE
- 11. I agree that this Agreement is an ongoing obligation and shall remain in effect for the full term of my employment regardless of the manner of type of consideration received for such employment.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

PARENTS SIGNATURE IF UNDER 18

X _____