

# **AVIATOR SPORTS & EVENTS CENTER**

## **VISITOR'S WARNING, ACKNOWLEDGEMENT OF RISKS, INDEMNIFICATION AND RELEASE AGREEMENT**

I hereby acknowledge and agree that all Active Sports, including but not limited to soccer, ice skating, gymnastics and rock climbing (individually and collectively "the Activity") involve inherent risks, dangers, and hazards and are physically demanding. **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME** full responsibility for any risk of injury, including but not limited to serious personal injury, property damages, or death which may occur while at ARKLOW-FBF d/b/a AVIATOR SPORTS & RECREATION, a/k/a AVIATOR SPORTS & EVENTS CENTER ("Aviator" or "Licensor"), or which arise from or relate in any way to the Activity, this Agreement and/or the use of equipment (including rental equipment)(the "equipment"), or the facilities at Aviator or the Premises of the National Park Service (collectively "Premises").

I acknowledge that it is my responsibility and the responsibility of each participant to read, understand and abide by posted signage, such as but not limited to the Code of Ice Skating Responsibility, and to follow the instructions of Aviator's operating staff. Failure to follow the code of conduct for any Activity, or the posted signage or instructions, may result in the termination of Participant's use of Aviator facilities, the Premises and/or equipment without refund.

Aviator shall be entitled to photograph, video or record in any medium any aspect of the Activity, Class, Program or Event, and to publish such recordings in any medium for any use, Commercial or otherwise. Licensee releases rights with respect to such publication. In addition, Licensee acknowledges that the Activity, Class, Program or Event takes place in a space used by others and as such, members of the public or other users of the facilities may and are entitled to photograph, video or record it, without any liability to Aviator. The Premises may be monitored by video surveillance.

I also acknowledge and agree that I and all participants must abide by all rules and regulations currently in effect or which may be announced from time to time by Aviator or any of its representatives relating to the operation and use of the Premises, fixtures, equipment, facilities and related services. I agree to use and maintain such Premises, fixtures, equipment, facilities and related services in a safe and sanitary manner, and in accordance with the then-current Facility Usage Rules.

By signing this **WARNING, ACKNOWLEDGEMENT OF RISKS, INDEMNIFICATION AND RELEASE AGREEMENT**, I acknowledged that I have read, understand and agree with everything set forth above. Furthermore I am the Parent/Guardian of the child/children listed and I am aware, all of the above pertains to each child as well.

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Parent/Guardian: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_  
(Print Name)

Second Parent/Guardian: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_  
(Print Name)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1<sup>st</sup> Child: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_

2<sup>nd</sup> Child: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_

3<sup>rd</sup> Child: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_

4<sup>th</sup> Child: \_\_\_\_\_ Male/Female D.O.B.: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Risks 2014.docx