

THE RINK AT FRANCISCAN SQUARE
Informed Consent, Voluntary Waiver, Release of Liability and Assumption of the Risk Agreement

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY THE PARTICIPANT (AND/OR PARTICIPANT'S PARENT OR LEGAL GUARDIAN) BEFORE ANY PARTICIPANT IS ALLOWED TO PARTICIPATE IN THE FOLLOWING REFERENCED ACTIVITIES.

All Year Sports Galaxy, LLC operates an ice-skating rink located at Franciscan Square on real estate owned by Good Venture Properties, LLC with the address being 200 Franciscan Square, Steubenville, Ohio 43952.

I, the undersigned Participant (and/or, for all purposes herein, Participant's parent/legal guardian for participants under 18 years of age, as applicable), hereinafter referred to as "Participant," hereby acknowledge that I willingly and voluntarily agree and consent to participate in the ice skating activities provided by All Year Sports Galaxy, LLC and Good Venture Properties, LLC at the seasonal ice skating rink located at 200 Franciscan Square, Steubenville, Ohio.

I wish to participate in the above referenced ice-skating activities, in consideration for my participation, I hereby agree to the terms and conditions set forth below.

Due to the 2019-2020 outbreak of the novel Coronavirus ("COVID-19") and to comply with current CDC COVID-19 guidance, I acknowledge the following prior to participating in the ice-skating activities ("activities").

- I acknowledge the contagious nature of the COVID-19 and that the CDC and many other public health authorities recommend wearing a face covering (i.e., mask) and practicing social distancing.
- I further acknowledge that All Year Sports Galaxy, LLC and Good Venture Properties, LLC have put in place preventative measures to reduce the spread of the COVID-19.
- I further acknowledge that All Year Sports Galaxy, LLC and Good Venture Properties, LLC cannot guarantee that I will not become infected with the COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other participants and their families.
- I voluntarily seek services provided by All Year Sports Galaxy, LLC and Good Venture Properties, LLC and acknowledge that I am increasing my risk to exposure to the COVID-19. I acknowledge that I must comply with all procedures required by All Year Sports Galaxy, LLC and Good Venture Properties, LLC to reduce the spread while attending my visit to the rink.
- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever (over 100.4 F), chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the COVID-19.
- I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
- I agree to follow all CDC recommended guidelines to limit my exposure to the COVID-19.
- I agree to each statement above relating to the COVID-19 and release All Year Sports Galaxy, LLC and Good Venture Properties, LLC from any and all liability for unintentional exposure or harm due to COVID-19 or any harm caused by any misinformation provided by the undersigned Participant relating to health history.

I hereby represent and warrant, on behalf of myself as Participant, that the Participant does not have any known medical conditions or disabilities which may be incompatible with the safe participation in ice skating and/or related activities. Participant further agrees that all Participants under the age of 18 shall remain the responsibility of a parent or legal guardian while on the Premises.

Participant permits and consents without reservation to the use any photographs, motion pictures, audio or video tapes, image and/or likeness, or any other recordings taken while participating in this activity for promotional, instructional, business or any other lawful purposes.

I hereby release and agree to hold All Year Sports Galaxy, LLC and Good Venture Properties, LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and

compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the rink, or that may otherwise arise in any way in connection with any services received from All Year Sports Galaxy, LLC and Good Venture Properties, LLC.

I understand that this release discharges All Year Sports Galaxy, LLC and Good Venture Properties, LLC from any liability or claim that I, my heirs, or any personal representatives may have against the rink with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from All Year Sports Galaxy, LLC. This liability waiver and release extends to the rink together with all owners, partners, volunteers, and employees.

I am aware that these activities are hazardous activities and that I could be seriously injured or even killed. I am voluntarily participating in these activities with knowledge of the danger involved and agree to assume any and all risks of bodily injury, death, or property damage, whether those risks are known or unknown.

As consideration for being permitted by Good Venture Properties, LLC and All Year Sports Galaxy, LLC, and any lessor of the activities (event) premises ("Lessor"), to participate in these activities and use the event premises and facilities, I forever release the event coordinators, All Year Sports Galaxy, LLC, Good Venture Properties, LLC, the State, the Lessor, any event affiliated organizations, and their respective directors, officers, employees, volunteers, agents, contractors, volunteers, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence other acts, whether directly connected to these activities or not, and however caused, by and Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participation in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representative will not make a claim against, sue or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I, hereby release, waive, discharge and covenant not to sue All Year Sports Galaxy, LLC and Good Venture Properties, LLC and all its other officers, directors, employees, volunteers and agents from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to me or loss that I may suffer while participating and/or traveling to or from the activities. I recognize that I may be giving up, among other things, certain limited rights to sue All Year Sports Galaxy, LLC and Good Venture Properties, LLC for injuries, damages, or losses I may incur by virtue of my participation in the activities. This agreement is binding on my heirs and assigns.

Furthermore, I understand that All Year Sports Galaxy, LLC and Good Venture Properties, LLC will not be liable if I fail to cooperate with the rules of the facility and that any infraction of the rules may result in immediate dismissal from the activity at my expense. I agree to abide by all the rules and regulations stated by All Year Sports Galaxy, LLC and Good Venture Properties, LLC, the site organization, and the staff.

Participant acknowledges that he/she has been provided with and has read the above paragraphs and has not relied upon any representations of the Releasee, and that he/she is fully advised of the dangers of ice skating and/or related activities and signs this Agreement freely and voluntarily. Participant agrees that this Agreement shall be governed by the laws of the State of Ohio.

This Agreement contains the entire agreement between the parties to this agreement and the terms of this Agreement are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my child(ren) but also the successors, heirs, representatives, administrators, and assigns of myself and my child(ren).

Full Name of Participant _____ Age _____

Signature of participant (and/or parent/legal guardian)

_____, 20_____
Date