

## Yerba Buena Ice Skating & Bowling Center Liability Waiver

I have read, and agree to the following waiver:

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the skating/ bowling/ exercise/ camp/ recreational activity or related activities ("ACTIVITY") at Yerba Buena Ice Skating and Bowling Center ("YBISBC") I, for myself, my personal representatives, assigns, heirs, and next of kin (hereinafter RELEASORS):

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the ACTIVITY and that I am qualified, in good health, and in proper physical condition to participate in such ACTIVITY. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue participation in the ACTIVITY and let a YBISBC coach/staff/manager know of the condition. I represent that RELEASORS who participate hereunder have full and active medical insurance coverage.

2. I FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these RISKS and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the ACTIVITY, the condition in which the ACTIVITY takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the ACTIVITY.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE YBISBC or VSC Sports Inc., their respective administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the ACTIVITY takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT FOR ANY RISKS RESULTING FROM OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY ACT OF RELEASEES OR THE PURPORTED NEGLIGENCE OR NEGLIGENCE OF RELEASEES TO THE FULLEST EXTENT PERMITTED BY LAW OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. I agree that the foregoing waiver and assumption of risks agreement is intended to be interpreted as broadly and inclusively as is permitted by the laws of the local municipality, State of California and/or Federal Law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. I UNDERSTAND THAT: (a) YBISBC is not responsible for loss or damage to personal property. (b) Registration subject to immediate termination, without refund, should I commit fraud (e.g., lie about my age or physical condition) or theft against YBISBC (e.g., skate public sessions without paying for required admission, fail to pay for shoe/skate rental fees), damage YBISBC property (e.g., break locker room doors/locks, damage bathroom dividers, deface with graffiti, break lockers, unauthorized use of harness), or physically/verbally assault or intimidation or bullying another person on YBISBC property or on social media (e.g., engage in altercation with participants, parents, volunteers, coaches and/or staff). (c) Nametags are the property of YBISBC and must be returned immediately when requested. (d) Fees, Payments, Policies, Procedures, Cancellations and Refunds are governed by the terms in the SkateBowl Summer Camp Brochure (see Brochure).

### MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S

ACCOUNT FOR ANY RISKS RESULTING FROM OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY ACT OF RELEASEES OR THE PURPORTED NEGLIGENCE OR NEGLIGENCE OF RELEASEES TO THE FULLEST EXTENT PERMITTED BY LAW OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

### AGREEMENT

I HAVE READ THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO REVIEW SAME WITH COUNSEL OR WAIVE SAME, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACKNOWLEDGING IT AND HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

### ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Yerba Buena Ice Skating & Bowling Center Summer Camp ("the YBISBC Camp") has put in place preventative measures to reduce the spread of COVID-19; however, the YBISBC Camp cannot guarantee that you, your designated chaperones or your child(ren) will not become infected with COVID-19. Further, attending the YBISBC Camp could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the YBISBC Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the YBISBC Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YBISBC Camp employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself or chaperones (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the YBISBC Camp or participation in YBISBC Camp programming ("Claims").

ON MY BEHALF, AND ON BEHALF OF MY CHILDREN AND/OR CHAPERONES, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE YBISBC CAMP, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CLUB, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY YBISBC CAMP PROGRAM OR PROGRAMS.

Signature of Parent/Guardian:

Printed Name of Parent/Guardian:

Name of Participant(s):

Date: