

School/Non-Profit Reservation *Liability Waiver*
Organization Name: Brooklyn School of Inquiry
Contract #: 794632
Event Date: Sunday, February 8th 2015

LeFrak Center at
lakeside
PROSPECT PARK
171 East Drive Brooklyn, NY 11225
T: 718-462-0010 F: 212-661-8840

LIABILITY WAIVER - distribute to minors in advance if organization does NOT have their own permission slips

If your school/organization does not have permission slips, you may make copies of this document and distribute to your students prior to attending the group reservation. Students/Minors will need their Guardians to sign assuming responsibility & acknowledging the risk inherent in ice skating. **Students must bring the signed Waivers with them to the skating reservation.**

ACKNOWLEDGMENT OF RISK

Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include Upsilon Ventures, LLC., Lakeside Brooklyn, LLC., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, instructors, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with the LeFrak Center at Lakeside, its affiliates, local associations and member teams, coaches, instructors and being allowed to participate in LeFrak Center at Lakeside instructional and recreational classes, clinics, events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in LeFrak Center at Lakeside instructional and recreational classes, clinics, events, member team activities, the sport of ice hockey, ice skating, roller skating and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does (do) so on behalf of my/our and participant's heirs, executors, administrators and assigns. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to instructional and recreational classes and clinics including but not limited to ice hockey, ice skating, roller skating and any member team activities, and understand that these type and similar type of activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified above.

These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey, ice skating, roller skating and other similar member team activities and instructional clinics and classes in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/we agree to abide by and be bound under the rules of the LeFrak Center at Lakeside.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of the LeFrak Center at Lakeside facility including but not limited to the rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

As further consideration for registration and participation in LeFrak Center at Lakeside instructional and recreational classes, clinics, events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable), hereby (1) consents and agrees that Upsilon Ventures, LLC., Lakeside Brooklyn, LLC., and its licensees and designees may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of participant's participation in such events and activities, and (2) grants to Upsilon Ventures, LLC., Lakeside Brooklyn, and its licensees, designees, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable right and license to use, copy and disseminate participant's image and personal attributes, and to modify and present same in any form, manner and media, now known or hereafter devised, for any purpose whatsoever. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law.

This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers and understand these waivers and releases are necessary to participate in LeFrak at Lakeside instructional and recreational clinics, classes, events and member team activities.

I have read, fully understand, and agree to the provisions provided in the above-referenced LeFrak Center at Lakeside Waiver of Liability, Release Assumption of Risk & Indemnity Agreement.

Name 1 (print)

Name 2 (print)

Guardian Name (print)

Guardian Signature

Date (MM/DD/YYYY)