



**THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU READ IT IN ITS ENTIRETY BEFORE SIGNING BELOW.**

**This Participant Agreement must be signed by adult participants (18+) in order to engage in the skating activities (“Activity”) offered by Danbury Arena. If the participant is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as “Parent”) must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. ANYONE WHO ENTERS THE DANBURY ARENA WITHOUT FIRST SIGNING THIS RELEASE AND WAIVER IS A TRESPASSER.**

<p><b>SKATER INFO:</b></p> <p>FIRST NAME: _____</p> <p>LAST NAME: _____</p> <p>DOB: _____ AGE: _____</p>	<p><b>IF SKATER IS UNDER 18, PARENT/GUARDIAN INFO:</b></p> <p>FIRST NAME: _____</p> <p>LAST NAME: _____</p> <p>RELATIONSHIP: _____</p> <p>DOB: _____ AGE: _____</p>
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In consideration of being allowed to participate in any way in the skating program, related events and activities of Danbury Arena, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Danbury Arena”)

I, the above stated, on behalf of myself or if minor, on behalf of the minor participant stated above, and the undersigned, acknowledge, appreciate, and agree that:

**ACTIVITIES AND RISKS**

The risk of injury from the activities involved in this program is significant and entails known and unanticipated risks, including the potential for physical and/or emotional injury, permanent paralysis and death, and or damage to myself, to property, and/or to third parties. Injuries may include breaks, sprains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, **I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.**

**ASSUMPTION OF RISKS**

If I am an adult participant or Parent, I hereby acknowledge and assume all of the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I EXPRESSLY ASSUME ALL THE RISKS of participation in the activities and moving about the premises of the Activity, inherent or not, and whether or not described above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

**RELEASE AND INDEMNITY**

If I am an adult participant or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant, my heirs, assigns, personal representatives and next of kin,) HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Danbury Arena, 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, suffered by me or by the child, if applicable, arising in whole or part from my (or the child’s) visit to the premises of the Activity or participation in any other offered activity, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I agree for myself and on behalf of the minor participant **NOT TO SUE** and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS, DANBURY ARENA**, its managers, members, owners, agents, directors, attorneys, staff, volunteers, successors, affiliates, heirs, investors, partners, as well as Diamond Hospitality Group LLC, Diamond Properties LLC, DP110 LLC, and Diamond Property Management LLC, in law and in equity against any and all claims, suits or actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or on behalf of the minor participant. If I make any such claim or any such claim is made by someone on my behalf or on behalf of the minor participant or as a consequence of the minor participant’s participation in activities on the DANBURY ARENA, I agree for myself and on behalf of the minor participant to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claims, demands or actions of any kind.

