RELEASE OF LIABILTY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IN CONSIDERATION FOR USE OF FACILITIES OWNED BY AMARILLO ICE RANCH, LLC

Definitions. (1) "**Released Parties**" shall include the entity named above and all its owners, partners, managers, and other persons and entities with ownership or authority over the Property, together with members of their families, and their agents, guests, invitees, employees, tenants, lessees, heirs, representatives, successors and assigns and all those in privity therewith; (2) "**Property**" refers to the ice skating rink known as the "Amarillo Ice Ranch" located at 301 S. Grant, Amarillo, Texas and includes all personal and real property, including improvements owned or controlled by the Released Parties; (3) "Visitor" shall include each person who goes into, upon or has access to the Property, including but not limited to those persons whose names are signed below, together with their agents, guests, invitees, employees, family members, children, wards and all of their heirs, representatives, successors and assigns.

- 1. <u>Bound by Agreement</u>. Each Visitor knowingly and willingly acknowledges that entry onto and use of the Property is subject to the terms, conditions, agreements, release and indemnification set forth herein.
- 2. <u>Assumption of Dangers, Risks and Hazards</u>. Each Visitor acknowledges and understands that no warranty, either expressed or implied, is made by the Released Parties as to the condition of the Property. This document is sufficient warning, and each Visitor understands, that dangerous conditions, risks and hazards exist in connection with the activity of ice skating, ice hockey, curling, broom ball and other activities conducted at the Property, including spectating such events. Each Visitor understands that his presence and activities on the Property expose him and his property to such dangerous conditions, risks and hazards Each Visitor hereby expressly assumes all such dangers, risks and hazards.
- 3. <u>Release and Indemnity</u>. In consideration for the right to enter onto the Property and participate in or spectate activities at the Property, each Visitor hereby releases and agrees to protect, defend, indemnify and hold harmless the Released Parties from and against any and all claims, demands, causes of action and damages, including attorneys fees, court costs and expenses, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from presence on or the use of the Property <u>whether or not caused by the negligence or gross negligence of any of the Released Parties</u>. This agreement applies to any such accident, or incident or occurrence arising during the time Visitor is permitted on the Property and/or traveling to or from the property with any of the Released Parties. Visitor covenants and agrees that no Visitor will make any claim or institute any suit or action at law or in equity against any of the Released Parties. If any of the Released Parties is nevertheless finally adjudicated liable to anyone for injury, death or damage to any Visitor or his property, Visitor agrees to assume such liability without recourse to any of the Released Parties and to indemnify Released Parties for any expense any of the Released Parties incurs or pays in connection with such claim, including attorney's fees and costs of court as well as the claim itself.
- 4. <u>Reimbursement for Damage by Visitor</u>. Visitor agrees to reimburse Released Parties for any injury or damage to any Released Parties or any Released Parties' property caused by a Visitor's acts, whether or not such acts are negligent. Further, if any Released Parties is required to bear any expense or pay any amount because of a claim by any other person of injury, death or damage caused by a Visitor's acts, Visitor shall protect, defend, indemnify, and reimburse any Released Parties for all such expenses and payments.
- 5. <u>General.</u> This agreement shall be binding upon and inure to the benefit of both Released Parties and each Visitor, and shall be performable and enforceable in the county in which the Property is situated.

I HAVE READ THE ABOVE AND UNDERSTAND THAT BY SIGNING IT, SUBSTANTIAL RIGHTS ARE GIVEN UP AND SUBSTANTIAL DUTIES ARE IMPOSED ON ME AND THOSE I SIGN IT ON BEHALF OF.

Name (printed)

Signature

Date

PARENTS/GUARDIANS OF MINORS TO SIGN AGAIN HERE

This is to certify that I, as parent/guardian with legal responsibility for ______, a minor, do consent and agree to the RELEASE OF LIABILTY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IN CONNECTION WITH PROPERTY OWNED BY SMITH RANCH PARTNERSHIP on behalf of myself, the minor named herein and all parents and next of kin of the minor, together will all our heirs, representatives, successors and assigns. The undersigned parent and/or legal guardian further authorizes any medical facility or medical provider to provide care for the minor if it is believed that the minor requires medical attention.

Parent's/Guardian's Signature