

LONG BARN ICE RINK WAIVER AND RELEASE AGREEMENT

In consideration for the opportunity to attend, volunteer and/or participate in the activities offered, provided by and/or taking place at Long Barn Ice Rink, owned and operated by Rita Plaza, LLC; DBA Long Barn Lodge at 25957 Long Barn Road, Long Barn, CA 95335 (the "Activities"), the participant, or the participant's parent or legal guardian if the Participant is under the age of eighteen (18) years or otherwise lacks legal capacity (collectively, the "Participant"), certifies, warrants, and represents to Rita Plaza, LLC; DBA Long Barn Lodge, and each of its corporate parents, subsidiaries, affiliates, partners, limited partners, officers, employees, agents, heirs and assigns ("Long Barn Ice Rink"), the County of Tuolumne, any sponsors or promoters of the Activities, and all others acting with the authority of Long Barn Ice Rink (collectively, the "Releasees"), and the Participant hereby agrees to the following:

ACTIVITIES RISKS. The Activities, including, but not limited to, on-ice performance, instruction, warm ups, drills, games, social gatherings, clinics, spectating and any other individual or group activities and events presented by Long Barn Ice Rink, whether taking place at 25957 Long Barn Road, Long Barn, CA 95335, or any other place, may involve full- or partial-contact sporting interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS TO PARTICIPANTS. Involvement with the Activities exposes the Participant to risks of serious bodily injury, including PERMANENT DISABILITY, PARALYSIS OR DEATH (the "Risks"). Such Risks include, but are not limited to, those related to contact and/or participation with other Participants, spectators, equipment, playing field, facility and/or fixed objects; falls, mishaps, collisions and/or rough play; adverse weather conditions; flaws and defects in equipment and facilities; and negligent facility maintenance, instruction, supervision and participation. Risks may be caused by the actions or inactions of the Participant or others, the condition of the facilities in which the Activities take place, or the NEGLIGENCE OF THE RELEASEES. Some Risks cannot be predicted or controlled, and there may be other risks and social and/or economic losses not known to the Participant and/or the Releasees and/or which are not readily foreseeable at this time.

ACTIVITIES WARRANTIES & REPRESENTATIONS. The Participant warrants, represents and agrees that the Participant is qualified to participate in the Activities and is free of mental and/or physical condition, ailment or injury, medical or otherwise, which could, independently or combined with any other circumstance: (i) impair, prevent or prohibit the Participant from engaging in the Activities, or (ii) be affected, aggravated or worsened in any way, directly or indirectly, as a result of the Participant's involvement with the Activities. The Participant further agrees that the Participant understands the Risks associated with the Activities and will immediately discontinue any further involvement if, at any time, the Participant believes conditions to be unsafe.

COVID-19 RISKS. 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. Long Barn Ice Rink has put in place preventative measures to reduce the spread of COVID-19; however, Long Barn Ice Rink cannot guarantee that you will not become infected with COVID-19. You acknowledge that you have voluntarily engaged in the Activities and acknowledge that you are increasing your risk to exposure to COVID-19 by engaging in such Activities. Engaging in such Activities may involve a risk with becoming exposed to and/or infected by COVID-19. You acknowledge that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of Releasees or others, including, but not limited to, Long Barn Ice Rink employees and their respective families and other customers of Long Barn Ice Rink. Some risks cannot be predicted or controlled, and there may be other risks and social and/or economic losses not known to the Participant and/or the Releasees and/or which are not readily foreseeable at this time.

COVID-19 WARRANTIES & REPRESENTATIONS. The Participant warrants, represents and attests that: (i) they are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, (ii) they have not traveled internationally within the last 14 days, (iii) they have not traveled to a highly impacted area within the United States of America in the last 14 days, (iv) they do not believe that they have been exposed to someone with a suspected and/or confirmed case of COVID-19, (v) they have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities, and (vi) they are following all CDC recommended guidelines as much as possible and limiting their exposure to COVID-19.

RELEASE & INDEMNIFICATION. The Participant agrees that s/he understands and knowingly and freely assumes the Risks associated with the Activities and COVID-19, whether or not expressly described herein. The Participant acknowledges that s/he receives material benefit from the Activities and, in consideration, agrees to fully and completely, to the fullest extent permitted by law: (i) WAIVE, RELEASE AND DISCHARGE the Releasees from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), related to or arising from the subject of this Agreement, including, but not limited to, bodily injury, personal injury, death, discrimination, property damage or the Releasees' negligence or from being exposed to or contracting COVID-19; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, the Participant's involvement with the Activities and/or breach of this Agreement. The Participant waives any rights under §1542 of the Civil Code of the State of California, and all similar laws of any jurisdiction, providing: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTICIPANT AND LONG BARN ICE RINK WITH REGARD TO ITS TERMS. By signing below, the Participant agrees that s/he: (i) understands all terms of this Agreement, (ii) has full knowledge of its content and significance, including that, through this Agreement, the Participant gives up legal rights that may otherwise be available, and (iii) signs this Agreement freely and voluntarily, without inducement or coercion. This waiver and release agreement is intended to be as broad and inclusive as California law allows and, if any portion is held illegal, invalid or unenforceable, the balance shall continue in full legal force and effect, and such portion shall be given effect to the maximum extent possible by narrowing or limiting only that aspect found overbroad or unenforceable.

Participant Signature _____

Date _____

Participant(s) Name _____

Contact Email and/or Phone Number _____

PARENTAL CONSENT & RELEASE (If Applicable). _____ (the "Parent") hereby agrees that s/he has executed the foregoing Agreement on behalf of the Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity. The Parent represents that s/he has the legal capacity and authority to act for or on behalf of the Participant, and agrees to bind the Parent, the Participant, and each of their agents, legal representatives, successors, heirs and assigns to the terms of this Agreement. The Parent hereby releases, indemnifies and holds harmless the Releasees from Claims related to or arising from the Parent's legal capacity or authority to act for or on behalf of the Participant or the Parent's execution of this Agreement.

Parent Signature _____

Relationship to Participant _____