SKATESGIVING WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the participant or legal guardian of the minor child(ren) participant(s), in consideration for the right to participate in activities organized by Breckenridge Thanksgiving Hockey Invitational, a Colorado nonprofit corporation, doing business as SkatesGiving (hereinafter "Skatesgiving"), acknowledge, agree and attest on behalf of myself and any minor child(ren) participants, as follows:

1. I am 18 years of age or older, or the legal guardian for the minor child(ren) participating in ice hockey and/or ice skating activities at SkatesGiving.
2. Voluntarily and of my own free will, I elect to participate in ice hockey and/or ice skating activities at SkatesGiving.
3. I understand that there are certain risks and hazards involved in participating in ice hockey and ice skating that may result in injury or death to me or other players.
4. I am aware that this activity may be hazardous and am voluntarily participating in this activity with knowledge of the risks involved, both expected and unexpected.

As such, I, the participant or guardian for the minor child(ren) participant(s), voluntarily and of my own free will, elect to accept and assume all risks of injury incurred or suffered by me or my child(ren) while participating in SkatesGiving. I hereby release, discharge, covenant not to sue, and agree to hold harmless SkatesGiving, its principals, agents, employees, servants, associations, or any person or entity associated or connected with SkatesGiving ("Released Parties") for any claim, loss, damages, cause of action or costs, including but not limited attorney's fees, that I or my child(ren) have or may have in the future as a result of injuries or damages sustained or incurred, including those for personal injury, death, disfigurement, dismemberment or property damage from whatever cause, including but not limited to the negligence, breach of contract or wrongful conduct of the Released Parties.

Further, I hereby give SkatesGiving permission to use any photographs taken while participating in activities at SkatesGiving and I am not entitled to compensation of any kind for the use of such photographs.

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.

In compliance with any local health orders, SkatesGiving has put in place preventative measures to reduce the spread of COVID-19; however, SkatesGiving cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in activities at SkatesGiving could increase your risk and your child(ren)'s risk of contracting COVID-19.

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 SkatesGiving 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 SkatesGiving may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants and their families, employees or volunteers of SkatesGiving.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (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 SkatesGiving or participation in ice hockey and/or ice skating activities at SkatesGiving ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless SkatesGiving , its principals, 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 SkatesGiving, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activities at SkatesGiving.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability, hold harmless agreement, and assumption of risk agreement and that it is a legally binding contract between SkatesGiving and me. I further understand that this release is binding on my heirs, assigns, next of kin, executors, representatives, or anyone making a claim on my behalf. I further agree to abide by the rules and regulations of SkatesGiving, including any social distancing guidelines.

I accept this waiver of my own free will and by doing so certify that I have read this agreement.

Signature:_____

Name:_____

If signing for a minor, minor's name:_____