

Dan Perceval's Xtreme Ice SkatingTM Organization:

- Waiver and Release, Assumption of Risk and Parental Consent and Indemnity Agreement -

In consideration of my minor child being permitted to participate in any way in the XTREME ICE SKATING ORGANIZATION Activities ("Activity"), I agree:

- 1. I understand the nature of the sport of XTREME ICE SKATING AND THE XTREME ICE SKATING ORGANIZATION activities and the Minor's Experience and capabilities and believe the Minor to be qualified to participate in such Activity. I further acknowledge that I and the Minor are aware the activity requires a fundamental skill of ice skating which includes being able to turn, stop, and skate backwards. Furthermore, I agree that the minor must have a helmet on, knee pads, elbow pads, and wrist guards to participate. I further agree and warrant and will instruct the Minor that if at any time the Minor believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activity. I have also read and FULLY understood the Xtreme Ice Skating Organization's Safety Manual that has already been provided to me and the minor. I further agree and warrant and instruct the minor of the policies set forth in the Safety Manual. If at any time a policy is broken, Xtreme Ice Skating Corp. reserves the right to expel any member of the Xtreme Ice Skating Organization permanently and unconditionally without return of the registration fees or any other money paid to Xtreme-Ice Skating Corp. If the minor is expelled, I fully agree to give up my rights and the minors rights to be affiliated with the Xtreme Ice Skating Organization in any way. I FULLY UNDERSTAND that any payment made to Xtreme Ice Skating Corp. is NON-REFUNDABLE under any circumstances.
- 2. I FULLY UNDERSTAND that: (a) XTREME ICE SKATING AND THE XTREME ICE SKATING ORGANIZATION Activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of the Minor's Participation in the Activity.
- 3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS XTREME ICE SKATING CORPORATION & THE XTREME ICE SKATING ORGANIZATION, their respective administrators, directors, agents, officers, volunteers, andemployees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the Minor's behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

| Name of Minor Child (Please print) | | |
|--|-------------------------|------|
| Signature of Parent or Legal Guardian | Signature of Witness | Date |
| Printed Name of Parent or Legal Guardian | Printed name of Witness | Date |