# WAIVER AND RELEASE OF LIABILITY

I, the undersigned, acknowledge the inherent risks involved in ice - skating, figure skating and all ice related activities along with being a spectator. Accordingly, in consideration of being allowed to participate in any skating activities and/or other activities at Skate the Star at MOA Ice Rink ("Ice Rink"), I agree to the following:

**On behalf of myself and/or my children, I hereby expressly release and forever waive any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, losses and expenses which I or my child may have against Minnesota Ice, LLC, UCare, The Pepsi Bottling Group, Boys and Girls Clubs of the Twin Cities, Mall of America®, North Pad Development, LLC, MOAC Land Holdings, LLC, MOAC Mall Holdings LLC, and all their respective agents, affiliates, associates, officers, directors, owners, and employees (collectively "Releasees") to any of the above for accident, personal injury, disability, death, property damage, or loss of any kind or nature suffered by me or my child as a result of or arising from our participation in this activity, and I hereby indemnify, defend and hold the Releasees harmless from the same.** Further, I understand that the Releasees are not responsible for the consequences of their own **NEGLIGENCE,** that is, their **failure to use reasonable care in any way.** In addition to the above, I agree to indemnify Releasees from any and all third-party claims caused in whole or part by my actions.

I acknowledge for myself and/or my child, and fully understand that I will be knowingly and voluntarily engaging in activities that involve risk of serious injury, which may include permanent disability, even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others. I further acknowledge for myself and/or my child, that there may be risks inherent in the activity that are not known to me or not reasonably foreseeable.

I agree that prior to participating in any activity at Ice Rink I will inspect the competition/activity area and all equipment to be used. If through my inspection I determine that anything related to that activity is unsafe, I will immediately advise an official of Ice Rink of this unsafe condition and will not participate, nor allow my child to participate, until this condition is corrected.

I, for myself and/or my child, agree to assume all the foregoing risks and accept personal responsibility for myself and/or my child's own damages following such injury, permanent disability or death. **This Waiver and Release of Liability is signed voluntarily of my own free will.**

In exchange for the opportunity to participate in any activity at Ice Rink, I agree that the Releasees have the right to use my and my child's name, voice, photograph, likeness, performance, and any interviews, photographs and recordings of us (collectively, our "Likeness") for marketing and publicity purposes in any and all media now known or developed in the future, including but not limited to TV, radio, print and internet (including the Releasees' social media properties) throughout the world to promote Mall of America.

I agree that this Waiver and Release of Liability will be governed by the laws of the state of Minnesota and that the exclusive jurisdiction for any disputes will be in the state or federal courts of the state of Minnesota. If any portion of this Waiver and Release of Liability is found to be void or unenforceable, then all other portions thereof shall remain in full force and effect.

I have carefully read this Waiver and Release of Liability in its entirety and understand that it is a release of claims and a waiver of liability regarding my participation in this activity. I further understand that by signing below I have given up substantial rights. I warrant, represent, and agree that I have the full power and authority to enter into this Waiver and Release of Liability.

| _____ | _____ | _____ |
|---|---|---|
| Print Name | Date | Signature |

## Parental Consent
## (For participants under the age of 18*)

I, the undersigned parent or legal guardian, have read the above Waiver and Release of Liability and agree to its terms on behalf of my child and myself. I understand that by signing below I am giving up substantial rights on behalf of my child and myself.

| _____ | _____ | _____ |
|---|---|---|
| Child's Name | Child's Age | Signature of Parent/Legal guardian |
| _____ | _____ | _____ |
| Child's Name | Child's Age | Signature of Parent/Legal guardian |
| _____ | _____ | _____ |
| Child's Name | Child's Age | Signature of Parent/Legal guardian |

*or the age of majority in child's state of residence (19 Nebraska, 19 Alabama, 21 Mississippi).