

MARIN CENTER ROLLER RINK

WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

In consideration for being allowed to enter, attend, skate at, observe, or participate in activities at the roller rink located on Lagoon Island at the Marin Center in San Rafael, California ("Roller Rink"), I agree as follows:

1. Assumption of Risk

I understand that roller skating and related activities involve risks of injury, including but not limited to falls, collisions, equipment failure, uneven surfaces, weather conditions, and the actions of other participants. Injuries may include cuts, bruises, sprains, broken bones, head injuries, paralysis, or death. I voluntarily accept and assume all risks associated with attending or participating in activities at the Roller Rink.

2. Release of Liability

To the fullest extent allowed by law, I release and discharge the County of Marin, Marin Center, 554 Fillmore Street LLC, DMJ Sports Marketing LLC, David Miles, Nancy Miles, and each of their officers, officials, employees, agents, volunteers, contractors, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, liabilities, costs, or expenses arising out of or related to my attendance at or participation in activities at the Roller Rink, including claims arising from ordinary negligence of any Released Party.

3. Hold Harmless and Indemnification

I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to my actions, participation, conduct, or presence at the Roller Rink, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

4. Health and Safety

I certify that I am physically able to participate safely in roller skating and related activities. I agree to follow all posted rules, safety instructions, and directions from staff.

5. Consent

I understand that my entry constitutes consent to use any film, video, or likeness of participants for any purpose without payment to participants.

6. Minors

If signing on behalf of a minor, I represent that I am the parent or legal guardian of the minor and agree to all terms of this Agreement on behalf of myself and the minor participant.

General Terms

I understand this Agreement is intended to be as broad and inclusive as permitted by California law. If any part is found unenforceable, the remaining provisions will remain in effect. I understand and agree that this Agreement shall be binding upon my heirs, administrators, executors, assigns and/or legal representatives.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.

Participant Name: _____

Participant Signature: _____

Date: _____

If Participant is under 18:

Minor Participant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____