

LAKE GEORGE FORUM III, LLC
2200 State Rt. 9
Lake George, New York 12845

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION FORM

Personal Information				
Participant's Name:		<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age: _____
Participant's Phone Number:	() - _____	Email Address		
Participant's Address:				
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

I, _____, am executing the following Waiver and Release of Liability and Indemnification, as a condition to my participation as a participant utilizing the athletic facilities or services offered by Lake George Forum III, LLC at the facility known as the Forum. By signing below, I, as the Participant, expressly understand, assume and consent to all the terms, conditions and risks set forth herein. Also, I do not hold Lake George Forum, LLC, Tenant, 2200 Route 9 LLC, Landlord, Ralph Macchio, Rosalie Macchio Islandia Management Corp., or their respective members, officers, directors, employees, officials and agents, liable for any such risk as illness, injury, paralysis, death and/or other losses and damages sustained by me arising out of or in connection with my participation at the facilities or services provided to me.

1. Participant's Assumption of Risk

- A) I represent that I am at least eighteen (18) years of age or older. If not, this Agreement will also be executed by my Parent or Legal Guardian. I hereby further state that I currently suffer from no physical or mental condition that would impair my ability to fully participate in the athletic activity, including, but not limited to participating in bounce activities.

- B) By signing below, I further understand and agree that participation in the athletic activity is voluntary, and that such participation carries with it certain inherent and unavoidable risks, including an increased risk of serious illness, injury, paralysis, or even death. With full awareness of such risks, I agree that I assume the risk of participating in the athletic activity, including, but not limited to participation in bounce ride activities, including any such risk of death, injury and other losses and damages sustained by me arising out of or in connection with the Lake George Forum III, LLC. I further understand that some athletic activities require physical activity at a greater intensity heart rate level and I acknowledge that Lake George Forum III, LLC has advised me that I should consult with my physician before participating in the athletic services. I certify that I am physically fit for participation in the athletic services and that I have not been advised against participation by a qualified medical health care professional.

- C) I specifically release and discharge Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp, and their respective members, officers, directors, employees, officials and agents, of and from any and all manner of actions, causes of actions, claims or demands of any kind or nature, either in law or in equity, whatsoever relating in any way to my participation in such bounce activities, including, but not limited to, claims for bodily injury or death of persons and loss or damage to property, whether or not caused by negligence.

- D) In the event that I receive first aid treatment or service, I further release Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp, and their respective members, officers, directors, employees, officials, personnel and agents from any and all claims whatsoever on account of said first aid treatment or service rendered me before, during or after my participation in such on-ice activities.

2. Indemnification

- A) I hereby indemnify, release and discharge Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp, and their respective members, officers, directors, employees, officials, personnel and agents, from any liability, claims, losses, judgments, costs, or expenses, and waive the right to pursue legal action against Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp., and their respective members, officers, directors, employees, officials, personnel and agents, and any representative of same, arising directly or indirectly from my participation in such on-ice athletic activity,

including claims or damages resulting from death, personal injury, partial or permanent disability or property damage, medical or economic losses, including attorney's fees, whether caused in whole or in part by Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp., and their respective members, officers, directors, employees, officials, personnel and agents, and whether based upon the breach of any express or implied warranty, negligence or under any other legal theories.

3. Disclaimer

- A) I hereby acknowledge that no representation has been made to me concerning the condition or operation of the facilities of Lake George Forum III, LLC.
- B) I hereby waive and release Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp., and their respective members, officers, directors, employees, officials, personnel and agents from any claims based on any oral or written statements made prior to or contemporaneous with the execution of this release and disclaim any reliance on any such statements.

4. Acknowledgment of Release Terms and Conditions

I hereby represent that I have carefully read and fully understand the contents of this release and that this release is legally binding and enforceable, and that I agree to the terms and conditions of this release.

5. Duration

This Waiver and Release of Liability and Indemnification Form shall remain in full and effect for a period of one (1) year from date of execution or until terminated by written instrument. Such termination shall be effective only as the date delivered to Lake George Forum III, LLC.

Participant (Print Name): _____

Participant (Signature): _____ **Date:** _____

WAIVER AND RELEASE OF MINORITY AGE

(Participants under the age of 18 years)

This Is to certify that I, as parent/guardian with legal responsibility for this minor, do consent and agree to his/her above waiver and release of liability and indemnification, and for myself, my heirs, assigns, and next of kin, I waive, release and agree to indemnify and hold harmless Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp., and their respective members, officers, directors, employees, officials, personnel and agents from any and all liabilities incident to my minor child's involvement or participation in any ice events as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF Lake George Forum III, LLC, Tenant, and 2200 Route 9, LLC, Landlord, Islandia Management Corp., and their respective members, officers, directors, employees, officials, personnel and agents. This waiver is considered binding for one year from date of signing.

PARENT/LEGAL GUARDIAN (if Participant is under the legal age of 18)

Parent/Legal Guardian (Print Name): _____

Parent/Legal Guardian (Signature): _____

Date: _____