

**WHEELS FAMILY SKATING CENTER
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION**

NOTICE: By signing this document you are waiving certain legal rights, including the right to sue.

In consideration of being allowed to participate in roller skating or other activities at Wheels Family Skating Center in Temple, Texas (the "Activity") the Participant, and the Participant's parent(s) or legal guardian(s) or supervising companion, if the Participant is a minor (collectively "Participant"), to the fullest extent permitted by law, do hereby **AGREE**, as follows:

- 1) **TO WAIVE AND RELEASE ALL CLAIMS** that Participant has or may have against Gorpizar, LLC dba Wheels Family Skating Center and each of its respective affiliates, owners, employees, managers, members, agents, volunteers, and successors-in-interest (collectively, "Released Parties"), arising out of the Participant's participation in the Activity, including but not limited to, any rights Participant may have under Chapter 759 of the Texas Health and Safety Code regarding Roller Skating Centers. The Participant specifically understands that they are releasing Released Parties from liability for any and all claims for any loss, damage, injury, death, or expense that the Participant (and/or his/her next of kin) may suffer, that arise or allegedly arise from any **NEGLIGENT** acts or omissions, **STRICT LIABILITY** or other conduct of the Released Parties; or any actual or alleged defect at the premises, including but not limited to, any alleged defective skates or other equipment. Under no circumstances will Released Parties be responsible for any injuries to Participants that occur at Wheels Family Skating Center and Participant is voluntarily releasing and waiving its right to sue Released Parties.
- 2) **TO ASSUME ALL RISKS** of participating in the Activity, even those caused by the **NEGLIGENT** acts or omissions of the Released Parties or third parties. Roller skating is a fast moving, strenuous sport and Participant understands they must be in good physical condition to participate in these activities. The Participant understands that the risks of participating in the Activity may be both foreseen and unforeseen, and include serious physical injury and/or death and other personal and property damages. The Participant contractually assumes the risk of being injured due to themselves or other skaters falling down, being run into by other skaters, and/or other risks associated with the Activity.
- 3) **TO INDEMNIFY AND DEFEND** the Released Parties from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Activity even if it is alleged or proven that it was caused by the **NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT** of Released Parties. This obligation to defend and indemnify is not limited in time or to a specific dollar amount.
- 4) **TO FOLLOW** the rules of the Activity, including all written instructions and verbal commands provided by Released Parties.
- 5) **TO NOTIFY** Released Parties if, while participating in the Activity, the Participant observes any hazard, which he/she believes jeopardizes his/her personal safety or that of others.
- 6) **ENTIRE AGREEMENT.** I have read and understand this Agreement. I am not relying upon any oral or written representations other than what is set forth in this Agreement. I am of sound mind, not impaired in any way, and I voluntarily enter into this agreement freely and of my own will.
- 7) **SEVERABILITY.** The invalidity of any provision of this Agreement shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 8) **BINDING EFFECT.** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18 years old.

Participant's Name (printed)	Signature (Parent/Guardian)	Date	Phone Number	Age