



AVIATOR SPORTS & EVENTS CENTER

VISITOR’S WARNING, ACKNOWLEDGEMENT OF RISKS, INDEMNIFICATION AND RELEASE AGREEMENT

I hereby acknowledge and agree that all Active Sports, including but not limited to soccer, ice skating, gymnastics and rock climbing (individually and collectively “the Activity”) involve inherent risks, dangers, and hazards and are physically demanding. **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME** full responsibility for any risk of injury, including but not limited to serious personal injury, property damages, or death which may occur while at ARKLOW-FBF d/b/a AVIATOR SPORTS & RECREATION, a/k/a AVIATOR SPORTS & EVENTS CENTER (“Aviator” or “Licensor”), or which arise from or relate in any way to the Activity, this Agreement and/or the use of equipment (including rental equipment)(the “equipment”), or the facilities at Aviator or the Premises of the National Park Service (collectively “Premises”).

I acknowledge that it is my responsibility and the responsibility of each participant to read, understand and abide by posted signage, such as but not limited to the Code of Ice Skating Responsibility, and to follow the instructions of Aviator’s operating staff. Failure to follow the code of conduct for any Activity, or the posted signage or instructions, may result in the termination of Participant’s use of Aviator facilities, the Premises and/or equipment without refund.

Aviator shall be entitled to photograph, video or record in any medium any aspect of the Activity, Class, Program or Event, and to publish such recordings in any medium for any use, Commercial or otherwise. Licensee releases rights with respect to such publication. In addition, Licensee acknowledges that the Activity, Class, Program or Event takes place in a space used by others and as such, members of the public or other users of the facilities may and are entitled to photograph, video or record it, without any liability to Aviator. The Premises may be monitored by video surveillance.

I also acknowledge and agree that I and all participants must abide by all rules and regulations currently in effect or which may be announced from time to time by Aviator or any of its representatives relating to the operation and use of the Premises, fixtures, equipment, facilities and related services. I agree to use and maintain such Premises, fixtures, equipment, facilities and related services in a safe and sanitary manner, and in accordance with the then-current Facility Usage Rules.

REFUND POLICY

Aviator Sports and Event Center’s Refund Policy applies to all programs, Classes and Events unless another policy is noted regarding a specific class, program or event. Aviator will not issue any refunds for missed classes, unattended programs, dropped classes, etc. In some cases Aviator may agree to provide a credit that can be used towards another program or class held at Aviator within a year’s time. In this case the refund will only be issued for classes or programs not used. This will be decided by the department Director. In some extreme circumstances Aviator may in its sole discretion agree to issue a

refund. In this event the participant or the participant(s) guardian, will receive a refund in the form of a check less the prorated cost of any class or program dates used and/or passed and a \$50 processing fee. Checks will be mailed to the address we have on file unless otherwise notified in writing of a different address and all checks will be mailed within 7-14 business days.

By signing this **WARNING, ACKNOWLEDGEMENT OF RISKS, INDEMNIFICATION AND RELEASE AGREEMENT**, I acknowledged that I have read, understand and agree with everything set forth above. Furthermore I am the Parent/Guardian of the child/children listed and I am aware, all of the above pertains to each child as well.

Parent/Guardian: _____ Male/Female D.O.B.: _____
(Print Name)

Second Parent/Guardian: _____ Male/Female D.O.B.: _____
(Print Name)

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone #: _____ Other #: _____

E-mail Address: _____

1st Child: _____ Male/Female D.O.B.: _____

2nd Child: _____ Male/Female D.O.B.: _____

3rd Child: _____ Male/Female D.O.B.: _____

4th Child: _____ Male/Female D.O.B.: _____

Parent/Guardian Signature: _____ Date: _____