LIABILITY WAIVER AND RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING

I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of my (1) participation in recreational activities at an ice skating rink (the “Rink”) located the Harvard Science Center Plaza and operated and maintained by President and Fellows of Harvard College, acting by and through Harvard University Campus Services (“Harvard”) and (2) my use of ice skates (the “Skates”) supplied by Harvard at the Rink. I recognize my responsibility to participate only in those activities for which I have the required skills, qualifications, training and physical conditioning. I understand that Harvard shall have no responsibility to pay for medical treatment and related costs if I am injured.

I further understand and agree that Harvard supplies the Skates “as is”, and that Harvard disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Knowing the risks described above, I agree, personally and on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of the Rink and the Skates. To the fullest extent allowed by law, I hold harmless and agree to indemnify Harvard, its officers, directors, faculty, staff, volunteers, employees and agents, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I may suffer or for which I may be liable to any other person, related to my use of the Rink and or use of the Skates, resulting from any cause whatsoever, and regardless of fault.

I am at least eighteen years of age and have carefully read and freely signed this Liability Waiver and Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles).

Name: __________________________

Signed: __________________________ Date: ____________________

Skate #: _________