

**WAIVER OF LIABILITY/INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT**

(Individual -Adult)

I, the undersigned named individual, hereby acknowledge and agree that the execution of this Waiver of Liability/Indemnification and Hold Harmless Agreement (“Agreement”) is being executed in connection with my desire to use the ice surface, a/k/a skating rink, which is owned and operated by Forgotten Star Brewing Company, LLC (“FSB”) and located at 38 Northern Stacks Drive, Fridley, Minnesota 55421 (the “Premises”), whether for recreation use, casual use, sporting events or any other use (collectively herein, whether one or more as the “Event”).

I hereby attest, warrant and represent, for myself and my representatives, heirs, guardians, conservators, trustees, and next of kin (the foregoing parties herein being referred to together as the “Participant Parties”), as follows:

1. I acknowledge, agree, and represent that immediately upon entering the Premises, I will inspect the Premises and, if at any time I feel anything to be unsafe, I will immediately advise FSB of such and, if necessary, I will leave the Premises and refuse to participate in the Event.

2. I acknowledge that the Event may test of my physical limits and that engaging in the Event carries with it an inherent risk of physical injury, disability and death. I understand that the hazards and conditions may be extreme, unsafe and potentially result in injury to me. Nevertheless, I knowingly and voluntarily assume all such risks and represent that I am physically and mentally capable of participating in the Event. I also expressly acknowledges that any injuries I may sustain during the Event could be compounded or increased by negligent rescue operations or procedures of the Releasees (as defined below). To avoid any doubt or misunderstanding, I understand and acknowledge that the risks include, but are not limited to: (i) death, disability, and irritation to my skin, eyes and organs; (ii) contact with other participants, spectators or objects; (iii) crossing over, under or through man-made or natural hazards to access the skating surface; (iv) using or navigating through broken or defective equipment; and (v) weather-related conditions, such as cold or icy temperatures and conditions and frostbite. In addition, I acknowledge that the Event may expose me and my family to all types of infectious diseases, virus and other illnesses. In particular, I acknowledge and agree that viruses such as COVID-19 are extremely contagious and that some individuals who are infected are asymptomatic (i.e. they do not exhibit the customary symptoms of being sick). I further acknowledge and agree that despite the efforts which may be taken by FSB and others at the Premises to prevent the spread of infectious diseases, viruses and other illnesses and to comply with applicable rules, regulations and guidelines, I may become infected by being at the Premises or by participating in any Event. I hereby declare that I knowingly assume such risks for myself and my family and that I will be solely responsible for any and all costs and expenses associated therewith.

3. I hereby release, waive, discharge, and covenant not to sue FSB, or the promoters, organizers, participants, rescue personnel, advertisers, employees, owners and lessees of the Premises, and others who give recommendations, directions or instructions or engage in risk evaluation or loss mitigation activities regarding the Premises or the Event and each of them, their directors, officers, agents and employees (all of the foregoing named parties are herein referred to as “Releasees”) from all liability for any and all losses, damages, injuries, claims or demands on account of my participation in the Event, including, without limitation, injuries, losses, claims or damages resulting in my hospitalization, disability or death, no matter how caused or whether caused by any partial or sole negligence of the Releasees or otherwise.

4. I hereby agree to indemnify, save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur arising out of or related to the Event or my participation in the Event, whether caused by any partial or sole negligence of the Releasees or otherwise.

5. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event or my participation in the Event, whether caused by the partial or sole negligence of Releasees or otherwise. Nevertheless, I hereby authorize and consent to treatment, including being transported in an ambulance or other vehicle, by first-responders, medical personnel, trainers, and volunteers offering or providing assistance to me if I am or may be injured during the Event.

6. I hereby agree that this Agreement extends to all acts of partial or sole negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of Minnesota or the

state of my residence and that if any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

7. I hereby acknowledge and agree that photographs, video productions and telecasts may be made during the Event or at such times or places as FSB and or an FSB affiliate shall designate related to the Event. I agree that all rights in such photographs, video productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to FSB and or an FSB affiliate, its successors or assigns. FSB may make whatever use of such photographs, video productions and telecasts as it or they may desire. I hereby grant to FSB and or an FSB affiliate, its successors and assigns, the non-exclusive right to use my name or likeness for any and all commercial benefit and purpose, without limitation, in perpetuity, throughout the universe, in all media. I hereby agree to Indemnify and hold the Releasees harmless from and against all claims, liability, loss or expense, including reasonable attorney's fees, which may result from the use of the foregoing.

Participant Name _____ Age _____ DOB _____
Address _____ City _____ State _____ Zip _____
Phone # _____ SIGNATURE _____ Date _____

OPTIONAL EMAIL SIGN-UP (CHECK THE BOX AND INSERT EMAIL ADDRESS):

- Yes, I want to receive emails from FSB. By checking the box and providing my email below, I acknowledge and agree that I will be put on the FSB email distribution list. Email communication may be opted out of at any time.

Email Address: _____