

VISAR'S Winter Wonderland and Village

At the Cyril B Romney Tortola Pier Park

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

“NOTE: Children under 12 must be accompanied by an adult (aged 18 or over) to the venue. Children under 6 must have an adult (aged 18 or over) with them on the ice”.

The Participant and/or their parent(s) or guardian(s) understands, acknowledges, and agrees ice skating and/or ice hockey is an inherently dangerous and physically demanding activity. In consideration of the opportunity to participate and/or use VISAR'S Winter Wonderland and Village at the Cyril B Romney Tortola Pier Park and all surrounding areas Participant and/or their parent(s) or guardian assumes full responsibility for any risk of injury, property damage, or death while Participant is participating in activities on this ice rink.

Participant and/or their parent(s) or guardian(s) hereby waive any and all claims including, but not limited to, bodily injury, including death, and/or property damage they may have against VISAR'S Winter Wonderland and Village at the Cyril B Romney Tortola Pier Park , all sponsors of the ice rink, and their respective subsidiaries, affiliates, partners, officers, directors, employees, agents, managers, council members, and volunteers (hereinafter collectively referred to as “Winter Wonderland”), arising out of Participant's use of the Cyril B Romney Tortola Pier Park and all surrounding areas.

Participant and/or their parent(s) or guardian(s) permits VISAR'S Winter Wonderland and Village at the Cyril B Romney Tortola Pier Park to use any photographs, videotapes, recordings, or any other records taken while on the ice skating rink and all surrounding areas for publicity, advertising, or any other legitimate purpose.

Participant agrees to abide by the “Code of Skater Conduct”, as posted within the ice rink areas, for the use of the ice-skating rink and will follow the instructions of the operating staff of the rink. Failure to follow these codes of conduct may result in the termination of Participant's use of the ice skating rink, the rental of ice skates, the future use of the ice skating rink, and the surrounding areas without refund, all within the sole discretion of Winter Wonderland.

Participant and/or their parent(s) or guardian(s) acknowledges that participation includes possible exposure to an illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, Participant and/or heirs, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

Participant and/or their parent(s) or guardian(s) agrees to comply with the stated and customary terms and condition of participation as regards protection against infectious diseases. If, however, observe and any unusual or significant hazard during their presence or participation, will remove myself from participation and bring such to the attention of the nearest official immediately.

Participant and/or their parent(s) or guardian(s) further agree that these conditions and any rights, duties and obligation as between Winter Wonderland and Participant and/or their parent(s) or guardian(s) shall be governed by and interpreted solely in accordance with the laws of the British Virgin Islands.

BY SIGNING THIS RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS, I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THAT I AM RELEASING WINTER WONDERLAND FROM ANY POTENTIAL CLAIMS FOR ACTIVE OR PASSIVE NEGLIGENCE AND FOR ANY DAMAGES CAUSED BY NEGLIGENCE ON THE PART OF WINTER WONDERLAND.

Participant's Signature: _____ Age: _____ Date: _____

Participant's First and Last Name (Print):

PARTICIPANT UNDER 18 YEARS OF AGE

This is to certify that I, as parent and or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I further agree that I will not leave the venue and will remain in a location close enough to supervise and remain responsible for the Participant's safety and welfare. I also, agree to pay for any and all medical expenses incurred and give permission to the doctor or health care professional to provide medical care if necessary.

I release and agree to indemnify Winter Wonderland from any and all liabilities incident to my minor child's involvement or participation in ice skating activities, even IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE of Winter Wonderland, to the fullest extent permitted by law.

For any situation, I assure that I will be available for the phone call at:

Area Code Phone Number

Parent/Guardian Signature: _____

Parent/Guardian First and Last Name (Print):

Emergency Phone Number: (_____) _____ Date: _____