CAPE COMMUNITY ARENA GROUP
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
(Adult Participants and Minor Participants)

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. IT IS A LEGALLY BINDING CONTRACT. IT GIVES UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, AND IT GIVES UP THOSE RIGHTS BOTH FOR THE ADULT SIGNING IT AND FOR ANY CHILD IDENTIFIED BELOW. IT ALSO REQUIRES THE ADULT SIGNING IT TO PAY THE LEGAL COSTS OF CERTAIN CLAIMS. IF YOU DO NOT AGREE, DO NOT SIGN, AND DO NOT USE THE ARENA.

PARTICIPANT INFORMATION

Name of adult signing (print): _____

Address: _____

Telephone: _____ Email: _____

I am signing this Agreement (check all that apply):

_____ as an Adult Participant, for my own use of the Arena; and / or

_____ as the parent or legal guardian of the Minor Participant(s) named below.

Minor Participant(s) (each person under 18 years of age covered by this Agreement):

1. Name: _____ Date of birth: _____
2. Name: _____ Date of birth: _____
3. Name: _____ Date of birth: _____
4. Name: _____ Date of birth: _____

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1. Definitions

"Owner" means Cape Community Arena Group and any successor owner or operator of the Arena. **"Arena"** means the seasonal, open-air ice rink and all related facilities operated by the Owner at Gull Crest, Cape Elizabeth, Maine, including the ice surface and the area beneath it; the boards, doors, and any glass, netting, or other barriers; the goals, nets, benches, and rink equipment; the refrigeration, chiller, piping, resurfacing, and maintenance equipment and the areas in which it is located; the tents, warming and changing areas, and other temporary structures; restrooms; spectator areas; ramps, walkways, and paths; the parking areas; and the surrounding grounds. **"Activities"** means ice skating, ice hockey, pond hockey, figure skating, learn-to-skate and other instruction, practices, clinics, games, tournaments, open and public skating, off-ice training, rink maintenance performed by volunteers, spectating, and any other presence at or use of the Arena, whether or not organized, supervised, or sponsored by the Owner. **"Adult Participant"** means the adult signing this Agreement, if he or she has checked the first box above. **"Minor Participant"** means each person under 18 years of age identified above. **"Participant"** means the Adult Participant and each Minor Participant, individually and collectively.

"Released Parties" means, collectively: the Owner; the present and former directors, officers, members, managers, trustees, employees, agents, volunteers, coaches, instructors, officials, contractors, and independent contractors of the Owner; the owner, lessor, and licensor of the land and premises on which the Arena is located, including the Town of Cape Elizabeth and its officers, employees, agents, and community services department; any organization that sponsors or conducts a program at the Arena in which a Participant takes part; the lessors and suppliers of the Arena's refrigeration, resurfacing, rink, and tent equipment; third party streaming services; and the parents, subsidiaries, affiliates, insurers, successors, and assigns of each of the foregoing. Each of them is a **"Released Party."**

2. Nature of the Arena; Assumption of Risk

The undersigned understands that the Arena is a seasonal, open-air facility that is exposed to the weather, that it is installed, maintained, and operated substantially by volunteers, that ice conditions vary with temperature, precipitation, wind, and sun and are not consistently maintained, that the Owner does not provide on-site medical, athletic training, or emergency personnel, and that the Arena may close, delay, or interrupt sessions without notice.

The Adult Participant, for himself or herself, and the undersigned parent or legal guardian, on behalf of each Minor Participant, knowingly and voluntarily accepts and assumes all risks of the Activities, whether known or unknown, whether or not inherent in the Activities, and whether arising from the conduct of the Participant, from the conduct of others, from the condition of the Arena, or from the negligence of a Released Party.

Those risks include, without limitation: falls on the ice and on wet, icy, snowy, or uneven surfaces; soft, rutted, cracked, pooled, or refrozen ice, and debris, sand, grit, or ice melt on the ice surface; collisions with other skaters, with the boards, doors, glass, netting, goals, nets, benches, or equipment; being struck by a puck, stick, skate, ball, or other object; cuts and lacerations from skate blades; concussion and other head, neck, and spinal injuries, including catastrophic injury, paralysis, and death; fractures, sprains, and dental injuries; snow, rain, sleet, freezing rain, wind, sun glare, darkness, and the adequacy of artificial lighting; cold exposure, frostbite, hypothermia, overexertion, and dehydration; conditions associated with tents and other temporary structures, including collapse, wind damage, heaters, and cords or anchors; conditions associated with ice-making, refrigeration, resurfacing, and maintenance equipment, including refrigerants, hoses, piping, and combustion byproducts; the condition of the boards, doors, seating, ramps, walkways, paths, and parking areas, and the presence of snow and ice on them; the condition, fit, selection, and failure of equipment, including borrowed or rented skates, helmets, facemasks, and other protective gear; the acts and omissions of other participants, coaches, officials, volunteers, spectators, and third parties; the Participant's own physical or medical condition, conduct, inexperience, and errors in judgment; and delay in, or the inadequacy of, first aid, medical care, or emergency response.

EACH PARTICIPANT UNDERSTANDS THAT SERIOUS PERMANENT INJURY AND DEATH CAN AND DO OCCUR IN THE ACTIVITIES, AND THAT THERE IS NO WAY TO ELIMINATE THAT RISK. No Released Party has made, and no Participant has relied on, any representation, warranty, or guarantee concerning the safety of the Arena, the condition of the Arena, or the Activities.

3. Release of the Adult Participant's Own Claims

The Adult Participant, for himself or herself and for his or her heirs, personal representatives, executors, administrators, beneficiaries, successors, and assigns, VOLUNTARILY RELEASES, WAIVES, AND FOREVER DISCHARGES each Released Party from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses of every kind, including attorneys' fees, whether known or unknown, anticipated or unanticipated, for personal injury, illness, disability, death, or damage to or loss of

property, arising out of or relating in any way to the Activities or to the Adult Participant's presence at the Arena.

THIS RELEASE IS EXPRESSLY INTENDED TO EXTINGUISH, AND DOES EXTINGUISH, ALL CLAIMS ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OF ANY RELEASED PARTY, INCLUDING NEGLIGENT SUPERVISION, NEGLIGENT INSTRUCTION OR COACHING, NEGLIGENT DESIGN, CONSTRUCTION, INSTALLATION, MAINTENANCE, INSPECTION, REPAIR, OR OPERATION OF THE ARENA, NEGLIGENT PREPARATION OR MAINTENANCE OF THE ICE SURFACE, NEGLIGENT FAILURE TO WARN, NEGLIGENT FAILURE TO CLOSE THE ARENA OR SUSPEND AN ACTIVITY, AND NEGLIGENT HIRING, TRAINING, SUPERVISION, OR RETENTION OF PERSONNEL AND VOLUNTEERS, WHETHER THE NEGLIGENCE IS ACTIVE OR PASSIVE AND WHETHER IT IS THE SOLE OR A CONTRIBUTING CAUSE OF THE INJURY, DEATH, LOSS, OR DAMAGE. THE ADULT PARTICIPANT HAS READ THIS PARAGRAPH, UNDERSTANDS THAT IT SURRENDERS THE RIGHT TO SUE FOR INJURY OR DEATH CAUSED BY THE CARELESSNESS OF THE RELEASED PARTIES, AND AGREES TO IT.

This release does not apply to conduct that is reckless or intentional, or to any claim that may not lawfully be released under Maine law.

4. Release of the Parent's or Guardian's Own Claims

The undersigned parent or legal guardian, in his or her own right and not on behalf of any Minor Participant, VOLUNTARILY RELEASES, WAIVES, AND FOREVER DISCHARGES each Released Party from all claims belonging to the parent or guardian that arise out of or relate to injury, illness, or death of a Minor Participant at or in connection with the Arena or the Activities. Those claims include, without limitation, claims for medical, hospital, rehabilitation, and funeral expenses incurred or to be incurred on the Minor Participant's behalf; claims for loss of the Minor Participant's services, society, companionship, or consortium; claims for emotional distress, including as a bystander or witness; claims for wrongful death and loss of comfort and society, including any share of a wrongful death or survival recovery to which the parent or guardian would be entitled as an heir or beneficiary; and any claim for reimbursement, subrogation, or lien asserted by or through the parent or guardian or any insurer or health plan of the parent or guardian. THIS RELEASE EXPRESSLY INCLUDES CLAIMS ARISING OUT OF THE NEGLIGENCE OF ANY RELEASED PARTY.

5. Release of the Minor Participant's Claims; Authority of the Parent or Guardian

The undersigned represents that he or she is the parent or legal guardian of each Minor Participant identified above, has legal custody or authority over that Minor Participant, and has full authority to sign this Agreement on that Minor Participant's behalf. If more than one parent or guardian has legal custody, the undersigned represents that he or she signs with the knowledge and consent of the other.

The undersigned, on behalf of each Minor Participant and of that Minor Participant's heirs, personal representatives, and successors, RELEASES, WAIVES, AND FOREVER DISCHARGES each Released Party, TO THE FULLEST EXTENT PERMITTED BY MAINE LAW, from all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses of every kind, including attorneys' fees, for personal injury, illness, disability, death, or property damage arising out of or relating to the Activities or the Minor Participant's presence at the Arena, INCLUDING CLAIMS ARISING OUT OF THE NEGLIGENCE OF ANY RELEASED PARTY. This release does not apply to conduct that is reckless or intentional.

The undersigned acknowledges that he or she has had the opportunity to read this Agreement, to ask questions about it, to consult an attorney of his or her choosing, and to decline to sign it and decline participation, and that no Released Party has required participation in the Activities.

6. Indemnity and Defense

The undersigned agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS each Released Party from and against any and all claims, demands, causes of action, judgments, settlements, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and litigation costs, that are asserted against or incurred by a Released Party and that arise out of or relate to (a) any claim brought by or on behalf of a Minor Participant identified above, including a claim brought by the Minor Participant after reaching the age of majority; (b) any claim brought by any person claiming through, on behalf of, or by reason of a relationship to the Adult Participant or a Minor Participant, including a spouse, parent, sibling, child, heir, personal representative, insurer, health plan, or subrogee; and (c) injury, death, or property damage caused in whole or in part by the act or omission of the Adult Participant or a Minor Participant.

THIS INDEMNITY AND DEFENSE OBLIGATION APPLIES TO CLAIMS ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OF THE RELEASED PARTY SEEKING INDEMNITY, AND THE UNDERSIGNED EXPRESSLY INTENDS AND AGREES THAT EACH RELEASED PARTY MAY RECOVER UNDER THIS PARAGRAPH FOR THAT RELEASED PARTY'S OWN NEGLIGENCE. THIS OBLIGATION DOES NOT APPLY TO A RELEASED PARTY'S RECKLESS OR INTENTIONAL CONDUCT. THE UNDERSIGNED UNDERSTANDS THAT THIS PARAGRAPH MAY REQUIRE THE UNDERSIGNED TO PAY THE LEGAL FEES AND ANY JUDGMENT OWED BY A RELEASED PARTY, AND THAT PERSONAL INSURANCE POLICIES COMMONLY EXCLUDE OBLIGATIONS ASSUMED BY CONTRACT.

7. Condition, Equipment, and Conduct

The undersigned represents that, to the best of his or her knowledge, each Participant is physically able to take part in the Activities in which that Participant will engage, and that no Participant has a known medical, physical, or other condition that makes participation unsafe for that Participant or for others. The undersigned agrees to disclose to Arena staff, before participation, any condition that may require accommodation, monitoring, or an emergency response, including a seizure disorder, cardiac condition, diabetes, asthma, severe allergy, prior concussion, or current injury.

The undersigned agrees that each Participant will use equipment that is properly fitted and in good working condition, will wear the protective equipment required by the Arena's posted rules and by the rules of any program in which the Participant takes part, will enter and leave the ice only through the doors, will obey the Arena's posted rules and the instructions of the rink supervisor and Arena staff and volunteers, will dress for the weather, and will conduct himself or herself in a safe and prudent manner. Skates, helmets, and other equipment lent or rented by the Owner are provided as is, without any warranty of condition, fit, or suitability, and the Participant is responsible for inspecting them before use and for declining any item that does not fit or appears defective.

If a Participant observes a condition at the Arena that appears to be unsafe, including an ice, weather, structure, or equipment condition, the Participant or the undersigned will promptly report it to the rink supervisor or other Arena staff and will stop using the affected area until the condition has been addressed.

8. Supervision of Minor Participants

The Arena is not a childcare facility. Except during the portion of a program for which a Released Party has expressly undertaken supervision, the undersigned is responsible for supervising each Minor Participant at the Arena, including in the tents, restrooms, spectator areas, stairs, walkways, and parking areas, and before and after scheduled ice time. The undersigned is responsible for arranging the Minor Participant's transportation to and from the Arena and for the Minor Participant's conduct while at the Arena.

9. Emergency Medical Treatment

The undersigned authorizes the Released Parties to summon emergency medical assistance for any Participant and, if the undersigned cannot be reached, consents to examination, first aid, transport, and emergency medical or dental treatment of a Minor Participant by licensed emergency personnel and health care providers. The undersigned is responsible for all costs of that care. The undersigned understands that no Released Party is obligated to provide medical care, athletic training services, or on-site emergency personnel, and that response times to an outdoor facility may be longer than at an indoor arena.

10. Video and Audio Recording; Broadcast

The undersigned understands and acknowledges that the Arena is monitored and recorded by video cameras, including cameras operated under an agreement between the Owner and third-party servicers, and that the recordings may include audio and may be transmitted, streamed, archived, and made available to subscribers and to the public. The undersigned consents, for himself or herself and on behalf of each Minor Participant identified above, to that recording, transmission, broadcast, archiving, and display, and to the use of each Participant's image, likeness, voice, name, and performance in that connection, without compensation. The undersigned WAIVES all claims against the Released Parties relating to the recording, transmission, broadcast, archiving, display, or use of any Participant's image, likeness, voice, or name, including claims for invasion of privacy, misappropriation of likeness, right of publicity, and interception or recording of communications. The undersigned understands that the Owner does not control third party platforms, their subscribers, or persons who may view or capture the stream, and that this consent may be revoked as to future recording only, by written notice to the Owner.

11. Term; Application to All Visits; Revocation

This Agreement applies to every visit to and use of the Arena by each Participant, on the date it is signed and on every later date, including in later seasons, and remains in effect until it is revoked by written notice delivered to the Owner. A revocation applies only to visits occurring after the Owner receives the notice and does not affect this Agreement as to any earlier visit. The Owner may require a new Agreement for any season or program. If a Minor Participant reaches the age of 18 and continues to use the Arena, that Participant is asked to sign this Agreement in his or her own name.

12. Governing Law; Venue

This Agreement and all disputes between any Participant or the undersigned, on the one hand, and any Released Party, on the other, arising out of or relating to the Arena or the Activities are governed by the laws of the State of Maine, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for those disputes is the state courts of the State of Maine sitting in Cumberland County, and the undersigned consents to personal jurisdiction there and waives any objection to that venue.

13. Severability; Partial Enforcement

Each provision of this Agreement is severable. If any provision, or any application of a provision, is held invalid or unenforceable, that holding does not affect any other provision or any other application, and this Agreement is to be enforced to the greatest extent permitted by law. Without limiting that intent: if the release of a Minor Participant's claims in Section 5 is held unenforceable in whole or in part, Sections 3, 4, and 6 remain in full force; if the indemnity in Section 6 is held unenforceable in whole or in part, Sections 3, 4, and 5 remain in full force; if the release of negligence claims is held unenforceable as to a category of conduct, it remains enforceable as to all other categories; and if any provision is held overbroad, it is to be enforced as narrowed to the extent necessary to make it enforceable rather than struck.

14. Entire Agreement; No Reliance; No Oral Modification

This Agreement is the entire agreement between the undersigned and the Released Parties on its subject matter and supersedes any prior or contemporaneous understanding. The undersigned has not relied on any

statement, advice, or interpretation of this Agreement by any Released Party, and acknowledges that no Released Party has authority to interpret, limit, waive, or modify any term of this Agreement orally. This Agreement may be modified only by a writing signed by the Owner.

15. Electronic Signature and Delivery

This Agreement may be signed and delivered electronically. If the undersigned completes this Agreement through the Owner's online registration or waiver system, the undersigned's typed name, checkbox, or click-through acceptance is his or her signature and has the same force and effect as a handwritten signature, and the Owner's electronic record of that acceptance, including the date, time, and account or email address used, is the signed original. The undersigned agrees not to contest the validity, admissibility, or enforceability of this Agreement on the ground that it was signed or delivered electronically. The undersigned is responsible for the accuracy of the information entered, including the identity of each Minor Participant.

16. Acknowledgment

I HAVE READ THIS AGREEMENT IN FULL. I UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, FOR MYSELF AND FOR EACH MINOR PARTICIPANT I HAVE IDENTIFIED, INCLUDING THE RIGHT TO SUE FOR INJURY OR DEATH CAUSED BY NEGLIGENCE, AND THAT I AM AGREEING TO PAY THE LEGAL COSTS OF CERTAIN CLAIMS. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO CONSULT AN ATTORNEY. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE HAVING BEEN MADE TO ME. I AM 18 YEARS OF AGE OR OLDER.

SIGNATURES

Adult Participant and / or Parent or Legal Guardian

Signature: _____ Date: _____

Print name: _____

Second Parent or Legal Guardian (if applicable)

Signature: _____ Date: _____

Print name: _____

Minor Participant (to be signed by each Minor Participant who is 14 years of age or older)

I have read this Agreement, or it has been read and explained to me. I understand that skating and ice hockey can cause serious injury, that I am giving up the right to sue the Released Parties if I am hurt, and that I am agreeing to follow the Arena's rules and the instructions of Arena staff.

Signature: _____ Date: _____

Print name: _____

Signature: _____ Date: _____

Print name: _____

Form dated November 9, 2026