

**HOCKEY HEADQUARTERS STUDIO RINK
RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT**

In consideration for gaining access to the **STUDIO RINK** (defined in Section 2) and engaging the services of **The Hockey Headquarters** (defined in Section 1), I, the person completing the Customer Information section below, agree as follows:

1. **"THE HOCKEY HEADQUARTERS"** collectively refers to **Post Properties, LLC**, a South Dakota Limited Liability company; **Stick Shack North, Inc.**, a South Dakota corporation; and any agent, shareholder, member, officer, director, representative, assign, affiliate, volunteer, employee, insurer, or other person or entity acting in any capacity on behalf of **Post Properties, LLC** or **Stick Shack North, Inc.**
2. **"STUDIO RINK"** refers to the multi-purpose, recreational room located at 4024 N. Hercules Ave, Sioux Falls, SD 57107. **"RULES"** refers to the rules governing use of the **STUDIO RINK**.
3. **"Minor Participant"** refers to any participant listed in the Minor Participants section below, who shall collectively be referred to as **"Minor Participants."**
4. My use, and the use by Minor Participants, of the **STUDIO RINK** is voluntary.
5. I understand and acknowledge that use of the **STUDIO RINK** can be dangerous, and thus, users of the **STUDIO RINK** will be exposed to certain risks, including, but not limited to, sprains, strains, bruises, cuts, broken bones, and head injuries. I understand and appreciate that the risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, or disease to myself, Minor Participant, or other users of the **STUDIO RINK**, and may result in damage, including complete destruction, to my property or the property of others. I further acknowledge that the Minor Participants and I can avoid these risks by simply not using the **STUDIO RINK**.
6. I understand and acknowledge that users of the **STUDIO RINK** may be photographed and video recorded. I hereby grant **THE HOCKEY HEADQUARTERS**, as well as their successors, assigns, affiliates and agents, the right to use such photographs or video recordings, regardless of quality, for the purpose and in any manner, including, but not limited to, posting such photographs or video recordings to Facebook. I consent to the public association of my name, and the names of Minor Participants, with such photographs or video recordings.
7. I accept and personally assure, on behalf of myself and any and all Minor Participants, all risks in connection with use of the **STUDIO RINK**, and I waive any right I have, and to extent allowed by law, any rights the Minor Participants have, to make claims or bring lawsuits against **THE HOCKEY HEADQUARTERS** for any injuries or damages arising from or relating to use of the **STUDIO RINK**, whether from my use or the use by any Minor Participant. Further, I promise, covenant, and agree to indemnify, defend, and hold **THE HOCKEY HEADQUARTERS** harmless from any and all liabilities, losses, damages, claims, expenses, and charges (including, without limitation, reasonable attorneys' fees and costs of defense) which arise from or are related to use of the **STUDIO RINK**, whether from my use or the use by a Minor Participant.
8. I understand and acknowledge that nothing contained in this document shall be construed as waiving any rights I or a Minor Participant may have for injuries or damages that are the result of any willful, wanton, or intentional misconduct by **THE HOCKEY HEADQUARTERS**.
9. I certify that I am the parent or legal guardian of the Minor Participants, or that I have been granted power of attorney to sign this document on behalf of their parent or legal guardian. In the event that I do not have the requisite authority to sign this document on behalf of the Minor Participants, I agree that I shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation, or the like resulting in from this misrepresentation.
10. I acknowledge that I have been provided a copy of and read the **RULES**. I further certify that I understood such **RULES** and have explained such **RULES** to the Minor Participants. I acknowledge and understand that the **RULES** have been implanted for the safety of all users of the **STUDIO RINK**, and that failure to follow the **RULES** could result in **THE HOCKEY HEADQUARTERS** terminating my and the Minor Participants right to use the **STUDIO RINK**.
11. I understand that signing this document affects my legal rights as well as the legal rights of the Minor Participants and results in my giving up or waiving certain legal rights for myself and the Minor Participants, and I accept this and sign the document of my own free will. I further understand that the terms of this document shall bind the members of my family, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased.
12. I acknowledge and understand that if any portion of this document is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this document and, in either case, the remaining portions of this document shall remain in full force and effect.
13. My signature in the Customer Information section indicates that I have read this entire document, understand it completely, acknowledge that it can only be modified by written agreement, acknowledge that I am waiving some legal rights of myself and the Minor Participants, and freely sign this document to be bound by its terms.

CUSTOMER INFORMATION
Print Name: _____
Sign Name: _____
Print Phone #: _____
Print Emergency Contact Name: _____
Print Emergency Contact Phone: _____

Minor Participants
Print Name & Birthdate: _____
Print Name & Birthdate: _____
Print Name & Birthdate: _____
Print Name & Birthdate: _____
Print Name & Birthdate: _____

STUDIO RINK RULES

1. **All skaters** must pay and/or sign in **BEFORE** going on the ice.
2. Children ages 12 years and younger are not to be left unattended in the Rink area.
3. No shoes or boots allowed on the ice. Excluding instructors.
4. No Jumps or spins allowed. No chipping, gouging or kicking holes in the Kwik Rink ice surface.
5. No food, gum or the like, chew or tobacco, allowed on rink or in locker/bench area.
Inappropriate use of profanity, tobacco or alcohol, may lead to be suspended from the facility for a period of time at the discretion of facility management.
6. Skateboards, razor scooters, & bicycles are not allowed inside the rink.
7. No horseplay or potentially unsafe games allowed on ice. (i.e. tag or whip)
8. Carrying children on the ice is prohibited.
9. Helmets are required when sticks and/or pucks are present on the ice.
10. Skaters are not allowed to sit on or climb over dasher boards.
11. User groups are responsible for cleanup, damages, and conduct of participants and spectators on and off the ice during private facility rentals. Those participating in facility activities assume all inherent risk and responsibilities whether spectator or participant.
12. **The Hockey Headquarters** is not responsible for unattended, lost or stolen articles. Lost items will be donated or thrown out a few times a year.
13. Exits are to be kept clear at all times.
14. Incidents or malicious behavior or destruction are to be reported to the manager/supervisor immediately.
15. Anyone caught stealing or defacing **THE HOCKEY HEADQUARTERS** will lose skating privileges and/or be ejected from the facility.