



**BUFFALO
WATERFRONT**
CANALSIDE + OUTER HARBOR

BUFFALO WATERFRONT ICE AT CANALSIDE RELEASE AGREEMENT

In consideration of being allowed to participate in on-ice activities at Canalside, and other related events and activities located at Canalside or the Outer Harbor, I, the undersigned, acknowledge, appreciate, and agree that:

The risk of injury from the activities involved in ice skating, curling, ice bumper cars, on-ice bowling, and all other related events is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

I ACKNOWLEDGE, that I am aware that by participating in the Activities, that there are risks to me and to those with whom I interact, of direct or indirect exposure to the virus known as COVID-19, and/or any mutation or variation thereof; and,

I willingly agree to comply with the stated and customary terms and conditions for participation in the Activities and agree to follow all rules posted and/or verbally stated. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Be Our Guest, Ltd. dba Canalside Management Group and Outer Harbor Management Group, The City of Buffalo, Erie Canal Harbor Development Corporation, The State of New York, NFTA, New York Thruway Authority, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This Agreement is governed by the applicable laws of New York. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

In the event I cause damage to, or fail to return, any borrowed or rented equipment within the agreed upon time, I will be financially liable for replacement of the damaged parts or missing items. I agree to be billed directly by Be Our Guest, Ltd. dba Canalside Management Group and Outer Harbor Management Group at the end of the rental period or later.

In the case of a minor Participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement.