

JOHNNY'S ICE HOUSE INC. (JIH) GENERAL RELEASE AND WAIVER

BY SIGNING THIS DOCUMENT YOU ARE ENTERING INTO A CONTRACT WHEREIN YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS.

I _____ and anyone acting on my behalf, including but not limited to attorneys, representatives, agents, heirs, executors, administrators, assigns, insurers, predecessors, successors or any other person or entity asserting claims through me, agree to release, indemnify, defend and hold harmless: *Johnny's IceHouse, Inc., JIH, LLC, Thomas Moro and Lisa Moro*, and all of their respective directors, officers, shareholders, subsidiaries, partners, agents, employees, successors, independent contractors, instructors, parents, beneficiaries, heirs, executors, administrators, assigns, and affiliates thereof, (collectively, releases), from and against any and all claims, suits, losses, damages, expenses, costs, and liabilities (including reasonable attorneys fees and expenses) which hereinafter may accrue or arise against releases and which in any way arise out of or are in anyway related to my participation or my child's (includes children in legal guardianship) participation in Johnny's IceHouse, leagues camps, clinics, tournaments, and any other event held at Johnny's IceHouse 1350 W. Madison St., Chicago, IL 60607.

ASSUMPTION OF RISK: I personally understand the danger of personal injury or death that may result from skating on the ice and participating in the events, including but not limited to falling on the ice, being injured by, a dasher board, and being struck by a puck, stick or another individual . I personally and on behalf of my child assume any and all risks that are in any way associated with, related to, or occur as a result of my participation in the events held at Johnny's IceHouse.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me and/or my child to participate in Johnny's IceHouse ice skating programs, leagues and or activities, I personally hereby agree to the fullest extent permitted by law as follows:

1. **TO WAIVE ALL CLAIMS:** that I have or may have in the future against *Johnny's IceHouse, Inc., JIH, LLC, Thomas Moro and Lisa Moro*, and all of their respective directors, officers, shareholders, subsidiaries, partners, agents, employees, successors, independent contractors, instructors, parents, beneficiaries, heirs, executors, administrators, assigns, and affiliates thereof.
2. **TO RELEASE:** *Johnny's IceHouse, Inc., JIH, LLC, Thomas Moro and Lisa Moro*, and all of their respective directors, officers, shareholders, subsidiaries, partners, agents, employees, successors, independent contractors, instructors, parents, beneficiaries, heirs, executors, administrators, assigns, and affiliates thereof from any and all loss, damage, injury, or expense that I and/or my child or next of kin may suffer, arising from the ice skating programs, leagues and activities due to any cause whatsoever, including negligence or breach of contract regarding the operation, supervision, design or maintenance of the facility.

ARBITRATION: In consideration of allowing me and/or my child to participate in Johnny's IceHouse, Inc's ice skating programs, leagues and activities, I hereby agree to submit a binding arbitration any and all claims which I believe I may have against *Johnny's IceHouse, Inc., JIH, LLC, Thomas Moro and Lisa Moro*, and all of their respective directors, officers, shareholders, subsidiaries, partners, agents, employees, successors, independent contractors, instructors, parents, beneficiaries, heirs, executors, administrators, assigns, and affiliates thereof arising from my or my child's/childrens participation in Johnny's IceHouse, Inc.'s ice skating programs, leagues and activities. The arbitration shall be pursuant to the American Arbitration Association. The arbitrators shall apply the Federal rules of Evidence to all proceedings. Arbitration shall be commenced within one (1) year from the date which any alledged claim first arose. Further the arbitration shall be in the city where Johnny's IceHouse, Inc. is located, unless mutually agreed by both parties. The submission to the American Abritation Association shall be unlimited and the arbitration award may be enforced by any court of compitent jurisdiction.

Participant and/or guests represent that if drinking alcohol, participant and/or guests are at least 21 years of age and are legally eligible to purchase and consume said alcohol. If participant and/or guests visit the Stanley Club and consumes alcoholic beverages at any time while on said premises, participant, guests, and any heirs, executors, administrators, assigns, and legal representatives will hereby release, discharge, and covenant not to sue Johnny's IceHouse, Inc., LLC, Thomas and Lisa Moro their respective administrators, directors, agents, officers, members, employees, other participants, any sponsors, advertisers, and of applicable lessors of said premises. I also agree to indemnify and hold Johnny's IceHouse, Inc., JIH, LLC, Thomas and Lisa Moro harmless from any and all claims, suits, procedures, costs, expenses, damages, and liabilities including attorney's fees, brought as a result of the consumption of alcohol on such premises. Johnny's IceHouse, Inc. and any representative reserves the right to stop serving alcoholic beverages to any patron at any time it seems necessary to comply with Illinois state laws.

BINDING EFFECT OF AGREEMENT: In the event of me and/or my childs death or incapacity, this Agreement shall be in effective and binding upon by heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other that what is set forth in this Agreement. Further, I herby give releases, or any one of them, permission to use me and/or my child's name, photograph, quotations, and likeness in any advertisement or promotions performed in connection with Johnny's IceHouse, and agree that neither me or any one acting on my behalf shall be entitled to any compensation for such use.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE JOHNNY'S ICEHOUSE, INC., JIH, LLC, THOMAS MORO AND LISA MORO, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, SUBSIDIARIES, PARTNERS, AGENTS, EMPLOYEES, SUCCESSORS, INDEPENDENT CONTRACTORS, INSTRUCTORS, PARENTS, BENEFICIARIES, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND AFFILIATES THEREOF.

APPROVAL TO SEEK MEDICAL ATTENTION: By signing below, I, _____, hereby authorize Johnny's IceHouse, INC. and its employees to seek medical attention if necessary for me and/or my child(ren) (includes children under legal guardianship). Medical attention includes but is not limited to a medical doctor, dentist or hospital. I also agree that the medical insurance information given below is accurate and current and covers the participant(s) below.

Signature of Participant *or* Parent/Legal Guardian if Participant is a Minor

Today's Date

Printed Name of Participant

Program Name

Medical Insurance Company Name

Policy or Group Number