

## LIABILITY WAIVER AND RELEASE (“WAIVER & RELEASE”)

### PLEASE READ CAREFULLY

I, the undersigned (the “**Participant**”) and if applicable, my children under the age of 18 listed hereinbelow (hereinafter collectively, “**Children**”, and each, a “**Child**”), acknowledge the attendant risks and dangers of ice skating, and all sports and activities related thereto. Accordingly, for and in consideration of the registration by Participant (and its Child/Children, if applicable) with the Released Parties (as defined below), and for Participant (and its Child/Children, if applicable) being allowed to access, ice skate and otherwise use the Ice Rink at The Rooftop at Pier 17 Winterland, 89 South Street, Seaport District- NYC (the “**Pier 17 Rink**”), and also participate in any of Pier 17 Rink’s instructional and recreational classes, clinics, events, member team activities, broom ball, curling, ice hockey, and/or other activities incidental thereto, as the case may be (collectively hereinafter, the “**Additional Activities**”), the Participant for itself and/or for its Child/Children, if applicable, understand(s) and agree(s) to the following:

1. Participant (for itself and on behalf of its Child/Children, if applicable), and also on behalf of their respective executors, administrators, heirs (if applicable), and assigns, hereby release, discharge, exempt, waive, relieve and covenant not to sue **The Howard Hughes Corporation, South Street Seaport Limited Partnership, Seaport Management Development Company, LLC, City of New York, NYC Economic Development Corporation, Apple Industrial Development Corporation, and their respective affiliates, officers, directors, employee, contractors, sponsors, agents and representatives (collectively hereinafter, the “Released Parties”)** from any and all claims for liability and causes of action, including without limitation, for personal injury, damage to property, and wrongful death, including if caused by negligence, including the negligence, if any, of the Released Parties, arising out of use and access of the Pier 17 Rink for ice skating or other use (including the Additional Activities) at the Pier 17 Rink.

2. Participant (for itself and on behalf of its Child/Children, to the extent applicable) acknowledges, understands and assumes all risks of ice skating and any of the Additional Activities, and understands and agrees that (i) these kinds of activities involve dangers and risks to a participant, which may include without limitation, serious physical or emotional injury, paralysis, death, partial or total disability, damage to myself, and/or third parties, and damage to personal property of any or all such persons, which may arise therefrom and that Participant has full knowledge of said risks and dangers, which simply cannot be eliminated without jeopardizing the essential qualities of the activity, which Participant further agrees is for recreational purposes and completely voluntary; (ii) the negligence of Participant or the negligence of others, including the "Released Parties" identified above, may cause these risks and dangers; (iii) there may be risks and dangers that Participant and Released Parties do not currently know or that can’t reasonably foreseen at this time, and that Participant (and its Child/Children if applicable) are participating voluntarily in ice skating and any applicable Additional Activities at the Pier 17 Rink at its/their own risk; and (iv) all of the risks and dangers described within this Waiver & Release, including those caused by the negligence of Participant and/or others, are included within and covered by the waiver, release and relinquishment described in the preceding paragraph. Participant (and its Child/Children if applicable) agree to abide by and be bound under the rules of the Pier 17 Rink posted at the rink and otherwise available from the rink operator on site. Participant (and its Child/Children if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of the Pier 17 Rink, including but not limited the Pier 17 Rink and any related and appurtenant premises in connection with or serving the Pier 17 Rink, and acknowledge, and understand that included within the scope of this Waiver & Release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas, for negligent selection of certain persons or entities comprising the Released Parties, or negligent supervision or instruction by Released Parties.

3. As further consideration for registration and participation in Pier 17 Rink’s Additional Activities, Participant

(and its Child/Children, if applicable), hereby (i) consent and agree that the Released Parties, and their consultants, contractors, employees, licensees and designees may take or cause to be taken photos, videos, other image recordings, and all sound recordings, in any form, digital or otherwise, make video and/or audio recordings of some or all of Participant's and its Child's/Children's (if applicable) presence, attendance and participation in ice skating and any applicable Additional Activities at the Pier 17 Rink (collectively hereinafter, the "**Images and Sound Recordings**") and that Participant (and its Child/Children, if applicable) have no rights in such Images and Sound Recordings and that Released Parties own all rights thereto, and (ii) consent and authorize Released Parties, and its designees, successors and assigns, and licensees (x) to use, copy, publish and disseminate these Images and Sound Recordings, the likeness or image, and/or name of Participant (and its Child/Children, if applicable) in any and all media (including digital, print, electronic, television, social media, and other media now known or later developed, throughout the world) for any purpose whatsoever and as often as Released Parties desire (including but not limited to commercial, advertising and promotional uses), whether for internal business purposes or publicly and outside of the businesses of Released Parties, and (y) to send to Participant by email/regular mail, communications and newsletters advising of events, promotions and general information; and (iii) waive any causes of actions Participant (and its Child/Children, if applicable) may have on account of the use by Released Parties of the Images and Sound Recordings, and the likeness or image of Participant (and its Child/Children, if applicable), and release the Released Parties from any and all liability that may arise from the use of the Images and Sound Recordings or the likeness and name of Participant (and its Child/Children, if applicable), including but not limited to any rights or privacy or publicity.

4. If any part of this Waiver & Release is unenforceable, the remainder of this Waiver & Release shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This Waiver & Release affects your legal rights, and you may wish to consult an attorney concerning this Waiver & Release. Participant (and parent(s)/guardian(s), if applicable) agree if any claim for personal injury or wrongful death of Participant (and/or its Child/Children) is commenced against Released Parties, Participant will defend, indemnify and save harmless Released Parties from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death of Participant (and/or its Child/Children). Participant (and its Child/Children, if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Released Parties, that Participant (and its Child/Children, if applicable) are fully advised of the potential dangers of ice skating and the Additional Activities, and understand these waivers and releases are necessary to participate in ice skating and the Additional Activities at the Pier 17 Rink to the extent applicable. The laws of the State of New York (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Waiver & Release and the transactions it contemplates, including without limitation, its interpretation, construction, performance and enforcement.

**I have read, fully understand, and agree to the provisions provided in the above-referenced Waiver and Release.**

Participant Signature	Participant Name (Print)	Email Address	Date
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List any Child/Children participants of whom I am the Parent or Legal Guardian participating in ice skating or Additional Activities at Pier 17 Rink:

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