

2008-2009 Wells Fargo WinterSkate Event

I, _____ having been provided the opportunity to participate in the 2008-09 Wells Fargo WinterSkate Event at the Saint Paul Landmark Center in Saint Paul, Minnesota, hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE: The undersigned (or his/her parent or guardian, if a minor) agrees, for him/herself and his/her personal representatives, executors, administrators, heirs or next of kin, to release and forever discharge and covenant not to sue the City of Saint Paul, Culture, Inc., Capital City Partnership, Wells Fargo, their employees, officers, directors, or agents, and also agrees to hold them harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to attorney's fees and expenses), actions, causes of action, suits, obligations, judgments and claims of any nature whatsoever arising from, based upon or relating to personal injury or death to, or damage to or loss of property sustained in connection with the undersigned's participation in the program or event excepting only liabilities, losses, damages, costs, expenses, actions, causes of action, suits, obligations, judgments and claims of any nature which arise from the conduct of the releasees, their employees, officers, directors or agents which is intentional, grossly negligent, willful or wanton in nature.

The undersigned, or his/her parent or guardian, if undersigned is a minor, understands that any equipment provided is being made available to Participant solely by the sponsor or manufacturer of such equipment, and not any other person (including but not limited to each of the Releasees) and that the fit, adjustment, and use of that equipment by Participant is solely Participant's responsibility.

PARTICIPANT ASSUMES RISK. The undersigned (or his/her parent or guardian, if the undersigned is a minor) understands the inherent risks and dangers of participation in an athletic event and the potential for injury that exists, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property of, the undersigned (or his/her parent or guardian, if the undersigned is a minor) understands and agrees that, in the event of any injury to the Participant, none of the Releasees will be responsible for any decisions relating to medical treatment for the Participant or for such treatment itself.

RIGHT OF PUBLICITY. Participation in the Wells Fargo WinterSkate Event shall constitute permission to use the name, likeness or any other identification of the Participant for advertising, publicity or any other purposes in connection with the Wells Fargo WinterSkate Events and any event(s) related thereto, without compensation to or right of prior review or approval by the Participant or his/her parent or guardian (except where prohibited by law).

MISCELLANEOUS. The Release shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to the conflict of law provisions thereof and the Participant or his/her parent or guardian hereby consents to venue and personal jurisdiction in the district court of the State of Minnesota. If any portion of this Release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

REPRESENTATIONS. The undersigned (or his/her parent or guardian, if the undersigned is a minor), states that he/she read and understands the Release and that he/she has been given an opportunity to review this Release with anyone he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. The undersigned (or his/her parent or guardian, if the undersigned is a minor), further states that the Participant is in good physical condition, is physically fit to participate in the Wells Fargo WinterSkate Events and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

Name of Participant (Please Print)

Address (Please Print)

Signature of Participant

Date

Name of Parent or Guardian
(required if Participant is younger than 18 years old)

Signature of Parent or Guardian
(required if Participant is younger than 18 years old)