USS Hornet Sea, Air & Space Museum
USS Hornet, Pier 3
707 W. Hornet Ave.
Alameda, CA 94501

Skating on the Bay
Skating Participation Waiver, Assumption of Risk and Release of Liability

One form per skater. Please read and sign at check-in before receiving rental equipment or entering the rink. Adults sign for themselves. A parent or legal guardian must sign for each skater under 18.

This agreement affects your legal rights. It includes a release of certain claims arising from ordinary negligence, to the extent permitted by law.

Basic Rink Rules

1. **Stay in control.** Skate in the posted direction at a speed that lets you stop. Yield to people ahead of you and give beginners and fallen skaters extra room. No racing, weaving, rough play, jumps, or throwing objects.
2. **Watch for falls.** Slow down and steer clear if someone falls. Alert a skate captain if someone is hurt or cannot get up. Never step or skate over a person on the surface.
3. **Use the designated gates.** Look for oncoming skaters before entering. Keep gates and emergency routes clear. Do not sit on, climb, or push against the rink barriers.
4. **Change into skates in the designated area.** Wear skates only on the rink and any marked skate-safe path. Wear street shoes on ship stairs, ramps, and unmarked deck surfaces.
5. **Keep your hands free.** Do not carry a child, phone, camera, bag, food, or drink while skating. No smoking or vaping on the rink. Do not skate while impaired.
6. **Use equipment as directed.** Secure your skates before entering. Use only staff-approved skating aids. Do not sit on, ride, or push another person with an aid.
7. **Stay in designated event areas.** Use designated handrails, stay behind barriers, and keep clear of the ship's edge and restricted areas. Do not climb on or touch aircraft or exhibits.
8. **Supervise minors.** A responsible adult must remain present and available to assist a skater under 18. Follow any posted rules requiring an adult to accompany a child onto the rink.
9. **Follow staff instructions.** Report injuries, loose equipment, or unsafe conditions promptly. Leave the rink when directed and stay off it during maintenance, inspections, or closures.

Staff may pause a session, restrict access, or remove a skater for unsafe conduct or failure to follow instructions. The published ticket policy and applicable law govern refunds, rescheduling, and interrupted sessions.

1. Activities Covered

This agreement applies to the named skater's participation in Skating on the Bay aboard the USS Hornet. It covers skating on the outdoor synthetic rink, entering and exiting the rink, changing into and out of skates, using personal or event-provided equipment, and moving through the designated boarding and event access route, queue, skate-changing area, and rinkside area in connection with the skating session.

The Released Parties are the Aircraft Carrier Hornet Foundation, operator of the USS Hornet Sea, Air & Space Museum, and its directors, officers, employees, authorized volunteers, and agents acting in connection with the event.

2. Acknowledgment And Assumption Of Risk

I understand that skating involves risks at every skill level. A fall, collision, or equipment incident can cause cuts, puncture wounds, sprains, broken bones, dental injuries, concussion, other serious or permanent injuries, or death.

Risks include:

- **Falls and collisions.** I may lose my balance, catch a blade, or collide with another person, a barrier, a gate, or a skating aid. Other skaters may fall suddenly, change direction, or be unable to stop.
- **Cuts and other injuries from skate blades.** A skate blade can cut or puncture skin or cause other serious bodily injury. A skater may accidentally skate over another person's hand, fingers, or other body part, especially after a fall, during a collision, or while someone is getting back up. I may injure another person or be injured by another skater in this way.
- **Synthetic skating surface.** Glide, grip, and stopping can feel different from refrigerated or natural ice. Panel seams, transitions, wear, moisture, or debris can affect footing and blade movement.
- **Skates, aids, and protective equipment.** Skates may fit poorly, loosen, wear, or break. A skating aid may slide, tip, or strike another person. Protective gear can reduce some risks and cannot prevent every injury.
- **Outdoor conditions.** The flight deck is exposed to wind, sudden gusts, cold, rain, dew, glare, and reduced visibility after dark. Wet surfaces can be slippery, wind can move loose objects, and conditions may change during a session.
- **Boarding and moving through a historic ship.** The designated route may include ramps, steep stairs, raised thresholds, uneven or sloped surfaces, metal decking, changes in elevation, and narrow or shared passageways. The flight deck has aircraft, exhibits, fixed ship fittings, and restricted areas. Leaving marked routes or climbing on ship features can lead to falls from height or into the water.
- **Congestion and emergency access.** People waiting, watching, or changing skates may create crowding and trip hazards. Ship layout, weather, and access conditions can affect evacuation and how responders reach an injured person.
- **Physical exertion.** Skating and moving through the ship may cause fatigue or dizziness or aggravate an existing injury or medical condition.

I voluntarily choose to skate, or to permit the named minor to skate, with knowledge of these risks. To the extent permitted by law, I assume the inherent risks of participation, including those I may not anticipate. I will stop and alert staff if I am injured, feel unwell, encounter an unsafe condition, or need help with equipment.

3. Rental Equipment And Personal Skates

If I use rented or loaned equipment, I will check the fit, laces, fasteners, and visible condition before use. I will ask staff for help if anything feels loose, uncomfortable, or unsafe. I will stop using damaged or unsuitable equipment, return it to staff for inspection or replacement, and return all rented or loaned items at the end of the session.

If I bring my own skates or protective equipment, I am responsible for their condition, fit, and use. Personal skates must meet posted rink requirements. Staff may decline equipment that appears unsafe or incompatible with the surface.

4. Release Of Claims, Including Ordinary Negligence

In exchange for being permitted to participate, I release the Released Parties from claims I may lawfully release for personal injury, death, or property loss or damage arising out of the activities described in Section 1, including claims caused in whole or in part by a Released Party's ordinary negligence.

To the extent permitted by law, this release covers ordinary negligence in operating, supervising, inspecting, maintaining, or arranging the rink and designated event areas, and in selecting, fitting, inspecting, adjusting, or providing skating equipment. It applies whether I use my own equipment or equipment rented or loaned at the event.

This release excludes gross negligence, reckless or willful misconduct, fraud, willful injury, and any statutory violation or other liability that applicable law prohibits releasing. It applies only to claims I have legal authority to release. It binds my estate and legal representatives to the extent they assert claims through me and applicable law permits.

5. Parent Or Legal Guardian Agreement

If I sign for a skater under 18, I confirm that I am the skater's parent or legal guardian and have legal authority to sign for them. I give the named minor permission to participate and have explained the risks and rules in a way they can

understand. To the extent permitted by law, I accept this agreement on the minor's behalf and release my own claims arising from the minor's participation that fall within Section 4 and that I have authority to release.

I will supervise the minor or designate a responsible adult to remain present and available during the session. If that adult also skates, they must sign their own waiver.

6. Emergency Assistance

If an injury or medical emergency occurs, I authorize staff to contact emergency services, provide first aid within their training, and share information reasonably needed by responders. If I am signing for a minor, this authorization applies to the minor, including when I cannot be reached. Responding professionals determine evaluation, treatment, and transportation under applicable law.

7. Agreement And Signature

California law applies to the extent permitted by applicable law. If any provision is found unenforceable, the remaining provisions continue to apply to the extent they can operate independently.

I have read and understand this agreement, including the rink rules, the assumption of risk, and the release of ordinary-negligence claims. I understand that signing may affect my right to bring a claim. I sign voluntarily.

Signature

Skater's full name _____

Skater's age group ☐ 18 or older ☐ Under 18

Session date and time _____

Signer's full name _____

Signing as ☐ Adult skater ☐ Parent ☐ Legal guardian

Signer's email _____

Signature _____ **Date** _____

Optional Photography Permission

☐ I give the Aircraft Carrier Hornet Foundation permission to photograph or record me, or the named minor for whom I am the parent or legal guardian, and to use identifiable images or recordings to promote Skating on the Bay on the museum's website, social media, email, and event advertising, without payment. I can decline and still skate.