

LICENSE AGREEMENT

This License Agreement made and entered into between Twin Rinks Ice Pavilion, Inc., 1500 Abbott Ct., Buffalo Grove, IL 60089, (847) 821-RINK ("Licensor") and the person who is purchasing ice time over the internet ("Licensee").

Licensor agrees to license to Licensee the use of ice rink, equipment, and locker room facilities (Facility) for the hours and fees stated herein subject to the terms and conditions of this license.

Fee. Licensee agrees to pay Licensor for the licensed Facility the fee stated on the internet.

If Licensor does not vacate ice at their end time, Licensor will pay:

For the first 5 minutes the agreed hourly rate.

For the next 5 minutes double the agreed hourly rate.

For the next 5 minutes triple the agreed hourly rate.

For the next 5 minutes 4 times the agreed hourly rate.

For each minute thereafter 5 times the agreed hourly rate.

2. **Hours.** as stated on the internet.

3. **Facility Conditions.** Licensee has examined Facility prior to and as a condition precedent to the execution of this agreement and is satisfied with the physical condition thereof. Each time, prior to taking possession of Facility, Licensee will examine Facility so as to be satisfied with the physical condition thereof, and Licensee's taking possession of Facility shall be conclusive evidence of Licensee's receipt thereof in good order and repair.

4. **Damages.** Licensee shall pay upon demand as additional fees the full cost of repairing any damage to Facility, building or related facilities resulting from and/or caused in whole or in part by the negligence or misconduct of Licensee, its members, agents, servants, employees, patrons, visitors, customers, or any other person entering upon the Facility as a result of Licensee's activities or resulting from Licensee's default hereunder.

5. ASSUMPTION OF RISK AND COMPLETE RELEASE.

In consideration of permission to use, today and on all future dates, the property, Facility and services of Twin Rinks Ice Pavilion, Inc., Licensee hereby expressly agrees:

- a) Licensor does not assume any liability for personal injuries or property damage sustained before, during or after Licensee's use of Facility, and Licensee, on behalf of itself its members, agents, servants, employees, patrons, visitors, customers and invitees does hereby waive the right on behalf of any of their insurers to subrogate any claim against Licensor's insurance carrier.
- b) Licensee acknowledges that the activities engaged in during Licensee's use of Facility have certain risks involved which are inherently dangerous with the risk of serious injury and Licensee assumes all known or unknown risks involved in the activities.
- c) Licensee, its members, agents, servants and employees hereby agree to indemnify and hold harmless Licensor its officers, directors, shareholders, instructors, agents, and assigns, from any and all claims, suits, damages, judgments, costs, expenses and attorney's fees arising out of Licensee's use of Facility or the use of Facility by anyone using same through Licensee. Licensee further AGREES NOT TO SUE ANY OR ALL OF THEM on account of or in connection with any claims and to reimburse Licensor for any and all cost of litigation and attorney's fees incurred by Licensor in the event a claim is asserted against Licensor or one of its agents.
- d) Licensee agrees to observe and comply with all rules and regulations of Licensor as well as the laws or ordinances of the Village of Buffalo Grove and the State of Illinois now in effect or which may be enacted during the effective date of this license and to indemnify and hold harmless Licensor from any claims caused by the violation thereof.

6. Miscellaneous.

- Licensee understands that all hockey players must wear full equipment including a hockey helmet.
- Licensee understands that all broomball players must wear a hockey helmet with full face shield.
- Licensor equipment shall not be removed from the Facility.
- Licensee acknowledges that it has been informed that all activities are monitored by video camera.
- This is a non-smoking facility. There is no smoking allowed anywhere on or about the Facility or it's parking areas.
- Outside food and beverages are not allowed without prior written consent. Food and beverages may be purchased at the concession stand or vending machines.

7. **Licensee's breach of agreement.** In the event that any terms or conditions of this agreement are not satisfied by Licensee, then at Licensor's option, the license provided hereon shall immediately be terminated without further notice and Licensee shall forfeit any monies paid to Licensor as liquidated damages. In addition, Licensor expressly reserves the right to pursue any and all legal remedies against Licensee, or any other person, arising from or related to any breach of any term or condition of this agreement. Licensee agrees that Licensor reserves the right to charge a finance fee of one and one-half percent per each thirty day period, or part thereof,

for any past due amounts. Licensee further agrees to pay all collection fees, reasonable attorney's fees, court costs, and other expenses incurred by Licensor in pursuing collection procedures.

8. Licensor's breach of agreement. In the event that any terms or conditions of this agreement are not satisfied by Licensor, Licensee's sole and exclusive remedy shall be repayment by Licensor of any prepaid amount for the hours canceled.

9. Assignability. This agreement is not assignable by Licensee without Licensor's prior written consent. Licensor may assign this agreement at any time.

Executed when Licensor clicks the "YES to all three of the above" button on the internet.