



WBP COVID-19 Safety + Guidelines

As we continue to keep a close eye on the latest COVID-19 developments, we are working to ensure that The Winter Ice Rink Downtown Sunnyvale is safe and accessible for our guests. We will follow all county, city, state and CDC guidance and adjust our operations as needed.

As of September 1, our safety protocols for attendance are as follows:

ENTRY REQUIREMENTS

Provide a valid ID with proof that they are fully vaccinated against COVID-19. Fully vaccinated means you have finished your vaccine, whether one dose (Johnson & Johnson) or two doses (Pfizer or Moderna), and two weeks have passed.

The following are the ONLY acceptable proof of Full Vaccination:

1. the CDC vaccination card, which includes name of person vaccinated, type of vaccine provided, and date last dose administered, or similar documentation issued by another foreign governmental jurisdiction;
2. a photo or copy of a vaccination card as a separate document;
3. a photo of a vaccination card stored on a phone or electronic device;
4. documentation of vaccination from a healthcare provider; or
5. a personal digital COVID-19 vaccine record issued by the State of California and available by going to myvaccinerecord.cdph.ca.gov or similar documentation issued by another state, local, or foreign governmental jurisdiction, or by an approved private company (view a list of approved companies offering digital vaccine cards).

Entry requirements do not apply to children under the age of 12, who aren't eligible to get the vaccine yet.

COVID-19 SAFETY ACKNOWLEDGEMENT

An inherent risk of exposure to COVID-19 exists in any public space where people are present. By purchasing an ice skating ticket or by accompanying a paid skater, you expressly agree to comply with any and all rules and safety guidelines put in place by the event organizers, and voluntarily assume all risks related to exposure to COVID-19, waiving all claims and potential claims against the event organizers, and their affiliated companies relating to such risks.

DO NOT attend if any of the following is true for you or anyone in your party:

- Within 14 days before visiting The Winter Ice Rink Downtown Sunnyvale if you have tested positive, or been exposed to someone who has tested positive for, COVID-19;
- Within 48 hours prior to visiting The Winter Ice Rink Downtown Sunnyvale, you have experienced symptoms of COVID-19 (e.g., a fever of 100.4F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue, or any other symptoms associated with COVID-19 identified by the Centers for Disease Control and Prevention);
- Within 14 days prior to visiting The Winter Ice Rink Downtown Sunnyvale, you have travelled to any international territory identified by federal or applicable state or local governments as being subject to travel or quarantine advisories due to COVID-19.

ONSITE SAFETY MEASURES

The following safety measures will be enforced and adhered to:

- Six feet spacing for all queue lines
- Contactless transactions including ticket admission, concession items, lockers, and skate helpers
- Hourly sanitization of all surfaces throughout the event areas
- Hand sanitizing stations provided throughout event areas
- All ice rink employees are required to be fully vaccinated, wear masks and will have temperature checks at the start of each shift

REFUND POLICY

If we must close The Winter Ice Rink Downtown Sunnyvale, ticket holders will receive a credit for future use. If you have an in-person ticket and can no longer attend due to COVID exposure or a positive test, the above policy also applies.

RESPONSIBILITY CODE

Ice-skating is fun and can be enjoyed by everyone. Regardless of your level of skill, there are elements of risk in ice-skating. Use common sense, show courtesy to others, and anticipate dangerous situations before they arise.

The following guidelines are some basic elements of common sense and courtesy.

1. SKATE AT YOUR OWN RISK. All skaters assume all risks of losses due to injury, accidents, theft, or other damage, which may be sustained while on the ice or in the rink area.

2. Always stay in control and be able to stop and avoid other skaters. While on the ice, keep moving; don't stop where you obstruct other skaters and don't skate in groups. Skaters ahead of you have the right of way and it is your responsibility to avoid hitting them or disrupting them.

No speeding • No weaving • No roughness • No snowball or other throwing

3. Before getting on the ice, look for oncoming skaters and keep exits clear. Never sit on top of the dasher boards.

4. Don't carry children or personal items while skating. There is no eating, drinking, or smoking while on the ice. Minors must be accompanied on the ice and supervised at all times by an adult.

5. During resurfacing stay off the ice as Rink equipment can be dangerous.

6. Never go on the ice without skates and never wear skates on the concrete.

7. Follow the directions and instructions of Staff and Ice Hosts at all times. Failure to do so will result in ejection. Report any hazards to Ice Hosts.

8. Respect the ice and please do not litter or use foul language.

This is just a partial list. There are elements of risk that common sense and personal awareness can help reduce. You are ultimately responsible for your personal safety.

Use caution, skate in control and respect other skaters. Ice Hosts cannot guarantee your safety and will not be able to protect you from injury. It is your responsibility to avoid other skaters and hazards. Failure to use good judgment, abide and accept the Assumption of Risk, or to follow the Responsibility Code will result in the loss of skating privileges.

BY RENTING SKATES OR OTHER SKATING EQUIPMENT, YOU ARE AGREEING TO THE FOLLOWING:

ASSUMPTION OF RISK: I am aware that ice-skating involves certain inherent risks, dangers and hazards, which can result in serious personal injury or death. I am also aware that the use of skating equipment can involve risk of personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while skating at the Rink or use of this equipment. I further recognize and acknowledge that the risks inherent in the sport of ice-skating can be reduced by: taking lessons, abiding by the Responsibility Code and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of the loan or rental to me of the listed ice-skating equipment, I hereby agree to the fullest extent permitted by law, as follows:

1. TO ACCEPT FOR USE AS IS, the equipment described in this Agreement, and to keep it in my possession at all times.
2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Rink, the Rental Shop, its employees and its owner, Willy Bietak Productions.
3. TO RELEASE the Rink from any and all liability for any loss, damage, injury or expense I may suffer, or that my next of kin may suffer, as a result of my use of the equipment described in this Agreement, due to any cause whatsoever, including negligence or breach of contract regarding the design, manufacture, selection, installation, maintenance or adjustment of the equipment.
4. EQUIPMENT: Ice Rental Equipment

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my 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 representations other than what is set forth in this Agreement.

NOTICE OF FILMING AND PHOTOGRAPHY

The Rink and its owner reserves the right to use any photograph/video taken at the Rink, without the expressed written permission of those included within the photograph/video. Rink and its owner may use the photograph/video in publications or other media produced, used, or contracted by Rink and its owner including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent, or legal guardian.

By entering the Rink area and/or ice skating, you agree to release, defend, hold harmless and indemnify the Rink and its owner from any and all claims involving the use of your picture or likeness.

Any person or organization not affiliated with the Rink and its owner may not use, copy, alter, or modify Rink photographs, videography, graphics or other similar reproductions or recordings without the advance written permission of an authorized designee from the Rink and its owner.