

PARTICIPANT RELEASE AND ATHLETE AGREEMENT

Participant Release

The undersigned hereby makes the following representations: (i) that the undersigned understands that the sport of curling is played on ice and requires physical fitness; (ii) that the undersigned possesses such physical fitness; and (iii) that the undersigned understands that the risks of participating in any curling activity could involve serious injury or death.

In consideration of being allowed access to the Ice House (as defined below) as a participant in any curling activity in the Ice House, I, the undersigned, for myself and my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) **SCHENECTADY CURLING CLUB**, a **NEW YORK STATE CORPORATION** (“SCC”); (ii) the **United States Curling Association, Inc.** (“USCA”); (iii) the **GRAND NATIONAL CURLING CLUB (GNCC)** (iv) the respective successors and assigns or each **of the Club, USCA, and GNCC** and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and GNCC (collectively, the “Releasees”) from any and all actions, causes of action, claims, demands, and liabilities, both in law and equity for damages and any court costs and legal expenses and fees associated therewith in respect of physical, mental, and bodily injury occurring to me while participating in any curling activity in the Ice House prior to the Expiration Date (as defined below); provided, however, that in the event such injury was caused, in whole or in part, by the wilful, intentional, reckless, or grossly negligent action or failure to take action of any Releasee, such Releasee shall not be so remised, released, acquitted, or discharged hereby; and provided, further, that nothing herein shall be deemed to limit or exclude any action, cause of action, claim, demand, liability, payment, reimbursement, other benefit, or any court costs or legal expenses and fees that I or my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, or attorneys might have or seek against (a) the Club’s “Participant Medical Accident” insurance coverage, (b) any other participant participating in any curling activity in the Ice House, or (c) against any other person or entity other than a Releasee.

The Ice House shall mean the single room containing FOUR sheets of ice in which the sport of curling is played in the building located at 1084 BALLTOWN ROAD, SCHENECTADY, NEW YORK owned and operated by Club. The Expiration Date shall mean the date which is one (1) calendar year after the date this Release is executed below.

I certify that I am at least eighteen (18) years of age and have the legal capacity to execute this Participant Release on my own behalf.

I hereby revoke any and all releases of liability, waivers, and indemnifications previously executed by me in favor of any of the Releasees.

Athlete Agreement - Release of Image

1. I consent to SCHENECTADY CURLING CLUB and its agent or appointees:

- (a) photographing;
- (b) video taping;
- (c) filming; and/or
- (d) recording my voice; and further
- (e) exhibiting, publishing, and broadcasting my name or any photographs, video tapes, films, or any other likenesses of me or any sound recordings of my voice in any promotion, reports, or advertising about or in connection with the SCHENECTADY CURLING CLUB or the event.

2. I hereby waive the right to any payments or royalties in connection with the actions described in subparagraphs 1 (a), (b), (c) and (d) above and in connection with any exhibition, publication or broadcast described in subparagraph 1 (e) above, regardless of whether such exhibition, publication or broadcast is on a commercial basis and regardless of whether a fee or rental is charged or paid to anyone in connection with such exhibition, publication or broadcast.

3. For the purpose of promoting the sport of curling during any telecast relating to the event, I consent to:

- (a) being interviewed at the event, and
- (b) wearing, upon the request of the SCHENECTADY CURLING CLUB, a portable microphone during competition.

(over)

BEFORE SIGNING BELOW, I WAS GIVEN THE OPPORTUNITY TO READ THIS PARTICIPANT RELEASE AND TO CONSULT WITH AN ATTORNEY AS TO ITS SIGNIFICANCE. BY SIGNING BELOW, I UNDERSTAND THAT I AM WAIVING SIGNIFICANT RIGHTS. I UNDERSTAND THE MEANING OF THIS PARTICIPANT RELEASE AND THE RIGHTS I AM WAIVING. NOTWITHSTANDING THE FOREGOING, I HAVE CHOSEN, OF MY OWN FREE WILL, TO EXECUTE THIS PARTICIPANT RELEASE.

Date: _____, 20__ (signed) _____

Print name: _____

FOR PARENTS OF PARTICIPANTS OF MINORITY AGE
(UNDER Age 18 at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my child and our heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Date signed _____

Parent/Guardian's Name _____ Parent/Guardian signature _____
