



ADULT (For participants 18 and older. Youth use form on reverse.)

Waiver and Release Form 2017-2018

Participant Information (please print):

Name: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Telephone: _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR SKATEPLEX DBA ICETOWN CARLSBAD

IN CONSIDERATION of my being allowed to use the Skateplex dba Icetown Carlsbad and related activities, I, the undersigned, hereby agree to and acknowledge the following:

1. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, and assume full responsibility for my participation; and, agree not to participate while under the influence of drugs and alcohol; and,
2. I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest IceTown Carlsbad employee. I agree not to participate while under the influence of drugs and alcohol; and
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, Skateplex dba Icetown Carlsbad, its owners, affiliates, agents and employees, and their successors and assigns ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Participant: **X** _____ Date: _____

PARTICIPANT RELEASE (USCA ADULT)

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) Curl San Diego, Inc. (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Mountain Pacific Curling Association ("MoPac"); (iv) the respective successors and assigns or each of the Club, USCA, and MoPac and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MoPac (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 willful, 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 one to five sheets of ice in which the sport of curling is played in the building located at 2283 Cosmos Court, Carlsbad, CA owned and operated by IceTown Carlsbad. 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.

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.

Participant: **X** _____ Date: _____



YOUTH (For participants under 18. Adults use form on reverse)

Waiver and Release Form 2017-2018

Participant Information (please print):

Name of Youth Participant: _____ Age: _____

Name of Parent/Legal Guardian: _____

Email of Parent/Legal Guardian: _____

Emergency Contact Name: _____ Emergency Contact Telephone: _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR SKATEPLEX DBA ICETOWN CARLSBAD

IN CONSIDERATION of my being allowed to use the Skateplex dba Icetown Carlsbad and related activities, I, the undersigned, hereby agree to and acknowledge the following:

4. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, and assume full responsibility for my participation; and, agree not to participate while under the influence of drugs and alcohol; and,
5. I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest IceTown Carlsbad employee. I agree not to participate while under the influence of drugs and alcohol; and
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, Skateplex dba Icetown Carlsbad, its owners, affiliates, agents and employees, and their successors and assigns ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and to his/her Release provided above of all Releasees, and, for myself, my 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 any use of the Icetown Carlsbad facility as provided above to the fullest extent permitted by law:

Legal Guardian: **X** _____ Date: _____

MINOR PARTICIPANT RELEASE (USCA UNDER 18)

The undersigned, being a parent or legal guardian of the minor curler ("Minor") indicated below, hereby makes the following representations: (i) that the undersigned is legally responsible for the Minor and legally empowered to act for, on behalf of, and to execute this Participant Release and thereby bind the Minor; (ii) that the Minor will comply with the rules and regulations of the Releasees (as defined below); (iii) that the undersigned understands that the sport of curling is played on ice and requires physical fitness; (iv) that the Minor possesses such physical fitness; and (v) that the undersigned understands that the risks of the Minor participating in any curling activity could involve serious injury or death.

In consideration of the Minor 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 the Minor and the Minor's estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) Curl San Diego, Inc. (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Mountain Pacific Curling Association ("MoPac"); (iv) the respective successors and assigns of each of the Club, USCA, and MoPac; and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MoPac (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 the Minor 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 willful, 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 the Minor or the Minor's 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 one to five sheets of ice in which the sport of curling is played in the building located at 2283 Cosmos Court, Carlsbad, CA owned and operated by IceTown Carlsbad. The Expiration Date shall mean the date which is one (1) calendar year after the date this Release is executed below.

In the case that the Minor requires urgent medical attention and I cannot be reached, I hereby authorize (i) emergency personnel and medical practitioners selected by any of the Releasees or other chaperone of the Minor, in their reasonable judgment and sole discretion, to take any and all necessary measures on behalf of the Minor and (ii) the disclosure of the information set forth below to emergency personnel and medical practitioners by any of the Releasees or other chaperone of the Minor.

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

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.

Legal Guardian: **X** _____ Date: _____