

## **PARTICIPANT RELEASE**

### **Assumption of Liability, Waiver and Release**

I understand that (a) the sport of curling is played on ice and requires physical fitness, and (b) I may be in close proximity to others with a risk that I could be exposed to communicable disease while on and about the ice or other areas of the Schenectady Curling Club Facility, and (c) there is a risk that I could suffer serious illness, injury or death as a result of participating in curling or related activity. I represent and agree that I possess the necessary physical fitness, and I understand and assume all risks associated with participating in curling and related activity in or about the premises owned/leased and operated by the Schenectady Curling Club located at 1084 Balltown Road, Niskayuna, NY 12309.

In consideration of being allowed to participant in curling or other activity or programs at the Schenectady Curling Club Facility, I, for myself and my estate, successors, assigns, heirs, beneficiaries, administrators, executors, trustees, and representatives do waive, and release and forever discharge (i) Schenectady Curling Club, (ii) Grand National Curling Association ("GNCC"), (iii) the United States Curling Association ("USCA"), (iv) the respective successors and assigns of each of the Schenectady Curling Club, GNCC and USCA, (v) the respective employees, officers and directors of each of the Schenectady Curling Club, GNCC and USCA, but only while acting in their capacity as such, and (vi) individuals providing curling instruction or training at the Schenectady Curling Club Facility from any and all actions, suits, causes of action, claims, demands, damages, judgments, expenses and liabilities, including without limitation attorneys fees and expenses of litigation, for illness, personal injury, death or property damage arising from or related to my participation in curling or other activity or programs in or about the Schenectady Curling Club Facility, or otherwise conducted by the Schenectady Curling Club, prior to the Expiration Date. "Expiration Date" means the date which is one (1) calendar year after the date this Release is signed.

### **Communicable Disease Requirements**

I agree to strictly follow all rules and procedures from time to time established by the Schenectady Curling Club to reduce the risk of exposure to communicable diseases. I also understand that there is no guarantee that rules or procedures adapted and applied by the Schenectady Curling Club in an effort to reduce the risk of exposure to COVID-19 and other communicable diseases will fully protect me against the transmission of such diseases.

### **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.

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

I HAVE READ THIS ASSUMPTION OF LIABILITY, WAIVER AND RELEASE. I UNDERSTAND THAT I GIVE UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

This is to certify that I, am 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 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 \_\_\_\_\_