Cedar Rapids Curling Club

RELEASE AND WAIVER

I acknowledge: Curling and related activities are inherently dangerous, physical activities that can result in serious and even fatal injuries in the ordinary course. Some participants choose to wear their own protective equipment. Cedar Rapids Curling Club ("CRCC") makes no promises of safety of any kind. I have legal capacity to sign this Release and Waiver ("Release"). "Released Parties" herein means CRCC, as well as its sponsors, associations of which CRCC is a member, other participants, VenueWorks of Cedar Rapids LLC, Venue Works, Inc., the City of Cedar Rapids, the Cedar Rapids Ice Arena, and all owners, lessors and operators of other premises on which CRCC conducts activities and, additionally, all officers, directors, members, officials, employees, volunteers, subcontractors, other agents, related entities (parent, subsidiary or otherwise), anyone through whom liability can be imputed, and insurers of all of the forgoing. After having reasonable opportunity to consult with legal counsel, in consideration for being allowed to participate in any way in any CRCC activity or program, **I agree to the following**:

1. I knowingly and freely assume all risks associated with curling related activities (on and off ice) regardless of severity or cause, both known and unknown, even if arising from the negligence of one or more Released Parties.

2. I irrevocably RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT TO NOT SUE each of the Released Parties from all liability, causes of action and claims of any nature (including but not limited those for bodily or personal injury, other mental or emotional injury, disease, disability, sickness, death, and injury to tangible or intangible property as well as loss of use), based on any law, theory or doctrine whatsoever, that in any way are related to or arise from participation in or observation of any CRCC (on and off ice) activity or program, or use of CRCC's products/equipment (except for claims arising out of travel for an activity but only to the extent that automobile liability UM, UIM or med-pay insurance applies) (collectively "Claims"). I agree to INDEMNIFY AND HOLD HARMLESS (including attorney fees and expenses) each of the Released Parties for all such Claims asserted by me, the participant for whom I am signing this Release if not me, family members or a supporters of mine, and any representative, subrogee, or assignee of the forgoing.

3. This Release extends and applies to my later participation in all CRCC activities, regardless of location, without an additional signing.

4. I consent to images depicting my or the participant's participation in the CRCC activity being republished by CRCC for promotional purposes.

5. IF THE PARTICIPANT IS A MINOR OR UNDER LEGAL DISABILITY, I further acknowledge that I am a parent or guardian of, or a custodian with legal authority over, the participant. The participant is physically capable to participate in CRCC activities. The participant is capable of appreciating and protecting him or herself against the inherent risks. I consent to the participation and I will remain responsible for the conduct and safety of the participant at all times. I agree to ALL of the terms herein for myself and on behalf of the participant.

I have read this entire Release: I understand that it bars legal rights to sue the Released Parties and imposes obligations on me, and I voluntarily bind myself to it. If any specific term is deemed unenforceable, that term shall be severed as narrowly as possible and remaining portions of this Release shall be enforced to the greatest possible extent under law.

Participant: _____
(Printed)

Parent/guardian/custodian if participant is a minor or under a legal disability: _____
(Printed)

Signature: _____
(Signed)

Date:_____ **Phone:**_____

Email: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

(11/14/15)