

# ADULT and MINOR Club Release Form

## Eau Claire Curling Club PARTICIPANT RELEASE

\*\*\*\*\***This Release must be signed each year**\*\*\*\*\*

My signature hereby makes the following representations for myself as the participant or as a parent/legal guardian of the minor curler ("Minor") indicated below: (i) that the undersigned understands that the sport of curling is played on ice and requires physical fitness and the participant/Minor possesses such physical fitness; and (ii) that the undersigned understands that the risks of the participant/Minor participating in any curling activity could involve serious injury or death. Applicable to minor curlers: (iii) 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; (iv) that the Minor will comply with the rules and regulations of the releasees (as defined below)

In consideration of the participant/Minor of being allowed access to the Ice House (as defined below) as a participant/Minor in any activity in the Ice House, I, the undersigned, for myself/Minor participate and my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) Eau Claire Curling Club, a Wisconsin corporation (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Wisconsin State Curling Association, (WSCA); Eau Claire County (County); (iv) the respective successors and assigns or each of the Club, USCA, County, and WSCA and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, County and WSCA (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/Minor while participating in any 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/the Minor's or my/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 entire premises including the single room containing four sheets of ice in which the sport of curling is played in the building located at 5530 Fairview Lane, Eau Claire, Wisconsin, 54701 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 or I am signing as a parent/legal guardian of the participant Minor and have the legal capacity to execute this Participant Release on my own/Minor's behalf.

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, I WAS GIVEN THE OPPORTUNITY TO READ THIS PARTICIPANT RELEASE AND TO CONSULT WITH AN ATTORNEY AS TO ITS SIGNIFICANCE. BY SIGNING, 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.**

Adult \_\_\_\_\_ Minor (Under 18) \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Curler's Name: \_\_\_\_\_

Curler's Signature: \_\_\_\_\_  
Parent or Guardian Signature if Curler is a Minor)

Adult parent or guardian's name: \_\_\_\_\_