

WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY, AND, IF YOU WISH, SEEK LEGAL ADVICE BEFORE SIGNING.

In consideration of being allowed to access the facilities of and to participate in any way in the Programs of Granite Curling Club of Seattle, Inc. (the "Club"), the Washington State Curling Association (the "WSCA"), and the United States Curling Association, Inc. (the "USCA"), the undersigned, acknowledges, understands, and agrees that:

A. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

The Programs involve risks, dangers and hazards, which are significant. Ice is slippery and hard, and there is always a risk of injury from falling and striking the ice, being struck by a moving rock, or from colliding with another player. A fall may also occur while sweeping or delivering a rock due to inattention, lack of conditioning, physical limitations, inadequate or incorrect use of grippers or sliding equipment, or poor technique. Unexpected variations on the ice surface may affect the ability of participants to maintain balance. Fingers inadvertently placed between moving rocks may be injured. While particular skills, equipment, and personal discipline may reduce such risks, the risk of serious injury, including permanent paralysis, and death, does exist.

I KNOWINGLY AND FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS, KNOWN AND UNKNOWN, ASSOCIATED WITH THE PROGRAMS, AND ANCILLARY OR INCIDENTAL ACTIVITIES, AND THE POSSIBILITY OF PERSONAL, EMOTIONAL, OR CATASTROPHIC INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN THE PROGRAMS OR RELATED ACTIVITY, EVEN IF SUCH INJURY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASEES OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR CONSEQUENCES OF MY PRESENCE AND PARTICIPATION.

B. In addition to the terms defined above:

1. "Agreement" means this Waiver, Release, Assumption of Risks and Indemnity Agreement.
2. "Programs" means all activities and related events, including without limitation, bonspiels, competitions, curling, entertainment, league participation, open houses, outreach events, recreation, socialization, sport, and training offered by any Releasee.
3. "Releasees" means (i) the Club, (ii) the WSCA, (iii) the USCA, (iv) the officers, officials, agents and/or employees of the Club, the WSCA and the USCA, (v) other participants including without limitation Club members and volunteers, (vi) sponsoring agencies, sponsors, and advertisers, and, if applicable, (vii) owners and lessors of premises used for the Programs.

C. With respect to the policies, procedures and practices of the Club for participants (Participant Rules):

1. I have been notified of and given the opportunity to inspect the current Participant Rules, which are prominently displayed within Club facilities and on the Club website at <https://curlingseattle.org/>.
2. I will comply with the Participant Rules at all times, even if I have chosen not to inspect the Participant Rules.
3. Any violation of the Participant Rules may result in my ejection from the Club, without refund of any payments made to the Club.
4. I willingly agree to comply with the written and spoken terms and conditions for participation in Programs, including, without limitation, the Participant Rules. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately notify the Releasee Program organizer; and

D. With respect to the risk of injury, illness, damage, loss or harm and release of liability:

1. The risk of injury from the activities involved in Programs is significant. The risks include the potential for permanent paralysis and death; and
2. The risk of contracting a communicable disease during participation in Programs is unknown; and
3. No representations or warranties of any kind whatsoever have been or will be made to me by the Releasees, including, without limitation, regarding the behavior, condition or health of other participants, attendees and/or service providers, or regarding sanitizing protocols being used in connection with Programs or Club premises; and
4. **I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE THE RELEASEES, WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, HARM, OR LOSS OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM OR IN ANY WAY RELATED TO MY PRESENCE OR PARTICIPATION, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
5. I will defend and indemnify the Releasees from any third-party claim arising from my presence in Club facilities and participation in Programs, including reasonable attorneys' fees and other costs incurred by the Releasees in any action or proceeding.
6. **THE RELEASEES WILL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) OR COST OF COVER, ARISING OUT OF THE RELEASEES' PERFORMANCE OR NONPERFORMANCE OR BREACH OR DEFAULT UNDER THE AGREEMENT, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF THE RELEASEES, WILL, IN THE AGGREGATE, NOT EXCEED THE TOTAL AMOUNTS PAID BY ME TO THE CLUB DURING THE TWELVE (12) MONTHS BEGINNING ON JULY 1 AND ENDING ON JUNE 30 FOR PROGRAM FEES, INCLUDING MEMBERSHIP DUES, LEAGUE FEES AND BONSPIEL FEES.**

E. With respect to the use of image, voice and likeness:

1. The Club contains image and voice capture, recording and broadcasting equipment, which may be operating at any time;
2. I consent to the Releasees capturing and storing my image and voice, including without limitation, by means of photograph, videotape, film, or recording;
3. I consent to the Releasees exhibiting, publishing, and broadcasting my name and any image or likeness of me and any sound of my voice; and
4. I waive the right to any payments or royalties in connection with any of the actions described in paragraphs E2 -and E3-, regardless of whether such action is performed on a commercial basis.

F. Nonwaiver. The failure of any Releasee to insist upon or enforce performance by any Program participant of any provision of the Agreement, or to exercise any right or remedy under the Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Releasee's right to assert or rely upon the provision, right, or remedy in that or any other instance.

G. Severability. If any term or provision of the Agreement is for any reason deemed illegal or invalid, such illegality or invalidity will not affect the validity of the remainder of the Agreement, and each such term or provision will be valid and enforceable to the fullest extent permitted by law.

H. Applicable Law and Venue. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, U.S.A., without reference to its rules relating to choice of law. I hereby consent to the jurisdiction of the state and federal courts located in King County, State of Washington, U.S.A., with respect to any and all claims arising under or by reason of the Agreement. I will not prosecute any action, suit, proceeding or claim arising under or by reason of the Agreement except in such courts.

I. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter. Except as otherwise expressly provided herein, no amendment, modification or waiver of any provision of the Agreement will be valid unless set forth in a written instrument signed by two officers of the Club.

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

Participant's signature

Age

Participant's printed name

Date signed

optional

Participant's email address (*optional*)

Emergency Contact Information

Printed name

Telephone

**For Parents/Guardians of Participants of Minority Age
(under age 18 at 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 assumption of risk, release of liability and consent as provided above**, and, for myself, our heirs, assigns, and next of kin, I release the Club, the USCA, and the other Releasees from any and all claims I/we may have 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. **I will defend, indemnify, and hold harmless the Releasees** from any claim arising from the presence in Club facilities, and participation in Programs, by this participant, including reasonable attorneys' fees and other costs incurred by the Releasees in any action or proceeding.

Parent/Guardian's signature

Parent/Guardian's printed name

Date signed