

Curling Club of Rochester
PARTICIPANT RELEASE - 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) Curling Club of Rochester, a Minnesota 501©3 (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Minnesota Curling Association ("MCA"); (iv) the Olmsted County Fair ("OCF"); (v) the respective successors and assigns or each of the Club, USCA, MCA and OCF and (vi) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MCA (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 (i) the single room containing (4) four sheets of ice in which the sport of curling is played in the building located at 21 Elton Hills Dr., Rochester, Minnesota owned and operated by the City of Rochester, Minnesota; (ii) the outdoor ice rink containing between (0.5) one half and (3) three sheets of ice on which the sport of curling is played on property owned by Little Thistle Brewing Company located at 2031 14th St. NW., Rochester, Minnesota and which is leased to the Club; (iii) the single room containing (4) four sheets of ice in which the sport of curling is played in the building located at the Graham Arena Complex at 1570 Fairgrounds Ave SE, Rochester, Minnesota operated by the City of Rochester and Olmsted County, Minnesota; (iv) the outdoor ice on which the sport of curling is played on the Peace Plaza for the Rochester Downtown Alliance event known as SocialICE. The RDA is listed as additionally insured in respect to the general liability when required by a written contract.

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.

I agree that this Release and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing with this Release or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

The Expiration Date shall mean the date which is one (1) calendar year after the date this Release is executed below.

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.

Date: _____, 20____

Name (please print legibly):

Signature:

Email (optional):