



**ADULT** (For participants 18 and older. Youth use form on reverse)

# Waiver and Release Form

Please fill in the participant information below. Read and then sign where indicated.

Participant Information (please print):

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

Age Category: Junior (18 - 20) \_\_\_ Adult (21 - 59) \_\_\_ Senior (60+) \_\_\_

How did you hear about us? TV \_\_\_ Radio \_\_\_ Website \_\_\_ Friend \_\_\_ Other \_\_\_\_\_

Email: \_\_\_\_\_\*

\* The Pittsburgh Curling Club will ONLY use your email to contact you about curling. It will not be shared with others.

## Waiver - RMU Island Sports Center

I, the undersigned, acknowledge the inherent risks involved in any sporting activity, particularly the sporting activity that I intend to participate in at the Island Sports Center. Accordingly, in consideration of being allowed to participate in Ice Curling (the "Activity") and intending to be legally bound, I, the undersigned, do hereby, for myself, my heirs, executors and/or administrators agree to the following:

1. I attest that I am physically fit for the Activity. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation.
2. I agree that prior to participating in the Activity, I will inspect the training/competition area and all equipment to be used, and if, through my inspection, I determine that anything related to the Activity is unsafe, I will immediately notify an official of Island Sports Center of this unsafe condition and will not participate in the Activity until this condition is corrected.
3. I hereby waive, release, discharge and covenant not to sue, Robert Morris University Island Sports Center, its affiliates, agents, associates, officers, directors, owners, employees and representatives (collectively "releasees") from demands, losses or damages, including without limitation, any injury, death, or damage to property that may be suffered by me whether caused or alleged to be caused in whole or in part by releases or any other party's actions or inactions, or otherwise, and agree to indemnify releasees from any and all third party claims caused in whole or in part by my actions.

I acknowledge that I have read and understood all the above.

Participant: **X** \_\_\_\_\_ Date: \_\_\_\_\_

## PARTICIPANT RELEASE (USCA 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) the Pittsburgh Curling Club, Inc. (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Grand National Curling Club of America, Inc. ("GNCC"); (iv) the respective successors and assigns of each of the Club, USCA, and GNCC, and (v) the respective representatives, employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and GNCC (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 the single room containing one to five sheets of ice in which the sport of curling is played in the buildings located at 7600 Grand Avenue, Pittsburgh, Pennsylvania owned and operated by the Robert Morris University Island Sports Center. 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 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.

**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.**

Participant: **X** \_\_\_\_\_ Date: \_\_\_\_\_



# YOUTH (For participants under 18. Adults use form on reverse)

## Waiver and Release Form

Please fill in the participant information below. Read and then sign where indicated.

Name of Youth Participant: \_\_\_\_\_ Age: \_\_\_\_\_

Name of Parent/Legal Guardian: \_\_\_\_\_

Emergency Contact Name and Relationship: \_\_\_\_\_

Emergency Contact Telephone(s): \_\_\_\_\_

Email address of Parent/Legal Guardian: \_\_\_\_\_ \*

\* The Pittsburgh Curling Club will ONLY use your email to contact you about curling. It will not be shared with others.

### Waiver - RMU Island Sports Center

I, the undersigned, acknowledge the inherent risks involved in any sporting activity, particularly the sporting activity that I intend to participate in at the Island Sports Center. Accordingly, in consideration of being allowed to participate in Ice Curling (the "Activity") and intending to be legally bound, I, the undersigned, do hereby, for myself, my heirs, executors and/or administrators agree to the following:

1. I attest that I am physically fit for the Activity. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation.
2. I agree that prior to participating in the Activity, I will inspect the training/competition area and all equipment to be used, and if, through my inspection, I determine that anything related to the Activity is unsafe, I will immediately notify an official of Island Sports Center of this unsafe condition and will not participate in the Activity until this condition is corrected.
3. I hereby waive, release, discharge and covenant not to sue, Robert Morris University Island Sports Center, its affiliates, agents, associates, officers, directors, owners, employees and representatives (collectively "releasees") from demands, losses or damages, including without limitation, any injury, death, or damage to property that may be suffered by me whether caused or alleged to be caused in whole or in part by releases or any other party's actions or inactions, or otherwise, and agree to indemnify releasees from any and all third party claims caused in whole or in part by my actions.

I acknowledge that I have read and understood all the above.

I, the undersigned parent or legal guardian, have read the above waiver and release and agree to its terms on behalf of my child and myself. I understand that by signing below I am giving up substantial right on behalf of my child and myself.

Parent/Legal Guardian:  \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

### Youth PARTICIPANT RELEASE (USCA under age 18)

The undersigned, being a parent or legal guardian of the minor curler ("Minor") indicated above, hereby makes the following representations: (i) 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; (ii) that the Minor will comply with the rules and regulations of the Releasees (as defined below); (iii) that the undersigned understands that the sport of curling is played on ice and requires physical fitness; (iv) that the Minor possesses such physical fitness; and (v) that the undersigned understands that the risks of the Minor participating in any curling activity could involve serious injury or death.

In consideration of the Minor 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 the Minor and the Minor's estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) the Pittsburgh Curling Club, Inc. (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Grand National Curling Club of America, Inc. ("GNCC"); (iv) the respective successors and assigns of each of the Club, USCA, and GNCC; and (v) the respective representatives, employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and GNCC (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 the Minor 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 the Minor or the 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 single room containing one to five sheets of ice in which the sport of curling is played in the buildings located at 7600 Grand Avenue, Pittsburgh, Pennsylvania owned and operated by the Robert Morris University Island Sports Center. The Expiration Date shall mean the date which is one (1) calendar year after the date this Release is executed below.

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 information 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 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.**

Parent/Legal Guardian:  \_\_\_\_\_ Date: \_\_\_\_\_