

ORANGE COUNTY CURLING CLUB

Adult Participant Release of Liability Form



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)** any club, team, or other organization that is a member in good standing of the United States Curling Association, Inc. ("USCA"), including but not limited to the Orange County Curling Club, a California Nonprofit Public Benefit Corporation ("OCCC"), at whose facilities I engage in any curling activity, including, but not limited to practices, clinics, exhibitions, games, or tournaments (all such clubs, teams, or organizations, collectively or individually, the "Club"); **(ii)** the United States Curling Association, Inc. ("USCA," which term includes any and all successors and successors-in-interest to the United States Curling Association, Inc.); **(iii)** any regional curling association of which a Club is a member and is also a member in good standing of USCA, including but not limited to the Mountain Pacific Curling Association ("MoPac") (all such regional associations, collectively or individually, the "Regional Association"); **(iv)** the respective successors and assigns of each of the Club, USCA, and Regional Association; **and (v)** the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and Regional Association (collectively, the "Releasees") from the following: 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 I am at the Ice House or in any adjacent area within the building in which the Ice House is located (the "Building") in connection with any activity in the Ice House; 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)

any other participant participating in any activity in the Ice House or (b) against any other person or entity other than a Releasee.

The Ice House shall mean, with respect to any Building, any single room containing sheets of ice in which the sport of curling is played in such Building, which Ice House is owned, operated, and/or used by a Club. The Ice House includes but is not limited to The Rinks - Westminster Ice, located at 13071 Springdale Street, Westminster, CA 92683, which is used by OCCC.

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.

The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect. If any provision contained in this Release is found to be unenforceable by reason of the extent, duration or scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, scope or other provision so that in its reduced form any such restriction shall thereafter be enforceable to the maximum extent permitted by law.

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.

Signature: _____ Date: _____

Print Name: _____ Date of Birth: _____

Address: _____

Phone: (_____) _____ - _____ Email: _____