

ADULT PARTICIPANT RELEASE
Issued July 2011



The
Oklahoma
Curling
Club

Print name: _____ **Age:** _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ **Email:** _____

Emergency Contact Name/Telephone: _____

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) Oklahoma Curling Club, an Oklahoma Not for Profit Corporation (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) Future Regional Curling Associations; (iv) the respective successors and assigns of each of the Club, USCA, and Regional Curling Associations 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 Curling Associations (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 an 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 excluded 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 front or back single room containing 4 sheets of ice in which the sport of curling is played in the building located at 14613 N. Kelly Avenue, Edmond, Oklahoma rented and operated by the 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 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.

Date: _____ 20_____

(sign)