

MINOR PARTICIPANT RELEASE

The undersigned, being a parent or legal guardian of the minor curler (“Minor”) indicated below, 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) Belfast Curling Club, a Maine corporation (the “Club”); (ii) the Grand National Curling Club. (“GNCC”) the regional curling association, and (iii) the United States Curling Association (USCA); (iv) the respective successors and assigns or each of the Club, GNCC, USCA; and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, GNCC, and USCA (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 Club strongly recommends minors under the age of 12 wear a properly fitted CSA or HECC approved helmet designed for ice sports (the “Helmet”) while participating in curling activities in the Ice House (“The Helmet Recommendation”). The parent or legal guardian of the Minor understands the helmet recommendation and (initial one option below)

_____ confirms the Minor is age 12 or above.
_____ will provide and require the Minor to wear a Helmet while participating in curling activities in the Ice House.
_____ is permitting the Minor, at the Minor’s own risk of injury, to participate in the Ice House without a Helmet contrary to the Helmet Recommendation.

The Ice House shall mean the single room containing three sheets of ice in which the sport of curling is played in the building located at 211 Belmont Avenue, Belfast, Maine owned 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.

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 the information set forth below 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.

Date: _____

Name of Parent/Guardian _____
(please print)

Name of Minor: _____

Address: _____

Age: _____

Medical Insurance Carrier: _____

Policy/Group Number: _____

Allergies, medical conditions, current medications: _____

Emergency Contact Name and Relationship: _____

Emergency Contact Telephone(s): _____

IMAGE RELEASE

I, the undersigned, give permission to the Club, the GNCC, and USAC, their agents and appointees, to photograph, film, videotape, live-stream, record my or the Minor’s voice or the voice of the Minor, and/or otherwise exhibit, publish, and broadcast myself or the Minor’s name or any photographs, films, video tapes, live-streams, or any other likeness of myself or the Minor, or of any sound recording of my voice or the Minor’s voice in any website or other media channel, promotion, report, or advertising about or in connection with the Club, the GNCC, or USAC.

I hereby waive my rights and the Minor’s rights to any payments or royalties in connection with the actions described in the preceding paragraph and in connection with any exhibition, publication, or broadcast described in the preceding paragraph, regardless of whether such exhibition, publication, or broadcast is on a commercial basis and regardless of whether a fee or rental is charged or paid by anyone in connection with such exhibition, publication, or broadcast.

I hereby release and hold harmless the Club, the GNCC, and USAC, their representatives, employees, managers, officers, subsidiaries, and directors, from all claims and demands arising out of or in connection with the use of any exhibition, publication, or broadcast of any photograph, film, video tape, live-stream, or sound recording of my voice or the Minor’s voice, including, without limitation, all claims for invasion of privacy, infringement of my right or the Minor’s right of publicity, defamation, and any other personal and/or property rights.

Date: _____

Name of Parent/Guardian _____
(please print)

Name of Minor: _____