

**CURLING PARTICIPANT RELEASE**

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 as a participant in any curling activity on the ice, 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) Green Bay Curling Club (the "Club"); the United States Curling Association, Inc. ("USCA"); Wisconsin Curling Association ("Region"); and U.S. Venture, Inc., Titletown Development, LLC, Green Bay Packers Inc., Titletown SportService Inc., Delaware North Companies Inc., and Seasonal Labor Solutions Ltd. ("Associated Organizations") (ii) the respective successors and assigns or each of the Club, USCA, Region and Associated Organizations (iii) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, Region, and Associated Organizations (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 on the ice or within the Titletown venue on February 16-17, 2019; 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.

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: \_\_\_\_\_, 2019

Signature: \_\_\_\_\_

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

**PARTICIPANTS OF MINORITY AGE** (under 18 at time of participation)

This is to certify that I, as Parent/Guardian with legal responsibility of the above stated participant, do consent and agree to the above Waiver and Release of Liability, and further I/we for myself/ourselves, my heirs, assigns, and next of kin, agree to release, waive, discharge, hold harmless and covenant not to sue the United States Curling Association, Inc., its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, officials, officers, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of all and any injury, disability, death, or loss of damage to person or property, incident to my minor child's involvement or participation in these programs as provided above, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE PRINTED NAME RELATIONSHIP

Date: \_\_\_\_\_