

FLCC 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 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 Finger Lakes Curling Club, a NY entity (FLCC) and volunteers from other clubs assisting the FLCC; (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Grand National Curling Club of America ("GNCC"); (iv) the respective successors and assigns of each of the FLCC, USCA, and the Community Recreation Center (CRC) and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the FLCC, USCA, and CRC (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 FLCC'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 four sheets of ice in which the sport of curling is played in the building located at 1767 East Shore Drive, Ithaca, NY. 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.

I agree to grant the FLCC and its authorized representatives permission to photograph my participation. I agree that any or all of the material photographed may be used, in any form, on the FLCC's website, social media sites, or printed materials used to promote the FLCC, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

COVID-19 GUIDELINES & WAIVER: The undersigned individual who wishes to participate in activities and/or utilize equipment of the FLCC hereby acknowledge that said organization is doing everything they can to protect the public as well myself as a user of the facility. To this extent; I agree to follow Center of Disease Control ("CDC"), State/County guidelines, Ice Arena guidelines, and FLCC policies and procedures for social distancing and health and safety to reduce the spread of Novel Coronavirus, or COVID-19. This will require me to wear a mask at all times and to maintain as much distance when possible between myself, fellow curlers, instructors, volunteers, employees and patrons of the organization. This will require me to follow all of the guidelines set forth by the FLCC. I agree to wash my hands before participating in activities and/or using FLCC equipment. I agree to participate in mandated sanitizing procedures after using equipment, and I agree to wash or sanitize my hands before and after using club equipment, as well as after using the restroom, sneezing, and coughing. Neither FLCC nor the Ice Arena, its agents, instructors, employees, volunteers or directors are responsible for any potential exposure to Novel Coronavirus, or COVID-19 at the Community Recreation Center. By signing below, I agree to comply with the written instructions and statements above. Failure to comply with these written instructions or verbal instructions from staff may result in my privilege of participating in league being revoked and I may be asked to leave the premises.

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 _____

Signed

Name (please print)

Emergency Contact Information:

Name (please Print)

Phone