

## ***WAIVER AND RELEASE OF LIABILITY***

In consideration of Carousel Sherwood Figure Skating Club (“CSFSC”), located at 20407 SW Borchers Road, Sherwood, Oregon 97140, permitting me to participate in any program or activity, including ice skating or pole harness use (the “Activity”), I hereby, on behalf of myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability; waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity; and covenant not to sue, and release and forever discharge, CSFSC, its affiliates, managers, members, agents, attorneys, staff, board of directors, volunteers, heirs, representatives, predecessors, successors and assigns (together, the “Related Parties”), from any and all liabilities, claims, demands, actions, lawsuits, proceedings, losses or damages of every kind arising out of or related to any physical or psychological injury, including, but not limited to, illness, paralysis, death, damages or economic or emotional loss, that I may suffer as a direct or indirect result of my participation in the Activity, including traveling to and from an event related to the Activity.

I am voluntarily participating in the Activity and I am doing so entirely at my own risk. I am in good health and in the proper physical condition to participate in the Activity. I am aware of the risks associated with traveling to and from, as well as participating in, the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless CSFSC and the Related Parties from any and all claims, demands, actions, lawsuits or proceedings of any kind whatsoever, whether made by me or by anyone else acting on my behalf, for liability, damages, losses, compensation or otherwise, including attorney’s fees and any related costs and expenses, arising out of or related to my participation in the Activity.

I acknowledge that CSFSC and its Related Parties are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of CSFSC.

I acknowledge that the Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of any event.

I acknowledge that I have carefully read this Waiver and Release of Liability and fully understand it. I expressly agree to release and discharge CSFSC and the Related Parties from any and all claims or causes of action, and I agree to voluntarily give up or waive any right that I otherwise may have to bring a legal action against CSFSC or the Related Parties for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, I understand that this Waiver and Release of Liability also prevents me, or anyone else acting on my behalf, from asserting such claims against CSFSC and the Related Parties.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

This Waiver and Release of Liability was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I, \_\_\_\_\_, and CSFSC agree that this Waiver and Release of Liability is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release of Liability, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver and Release of Liability shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release of Liability shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver and Release of Liability is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am freely signing this Waiver and Release of Liability. I certify that I have read this Waiver and Release of Liability, that I fully understand its contents and that this Waiver and Release of Liability cannot be modified orally. I am aware that this is a release of liability and a contract, and that I am signing it of my own free will.

**Participant's Name:** \_\_\_\_\_

**Participant's Age:** \_\_\_\_\_

**Participant's Address:** \_\_\_\_\_

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

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

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this Waiver and Release of Liability must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_ . I have read and understood the Waiver and Release of Liability, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

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

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