

## MINOR PARTICIPANT RELEASE WITH HELMET RECOMMENDATION

Minor Name (print): \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name (print) \_\_\_\_\_

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) the Pittsburgh Curling Club, a Pennsylvania 501(c)3 Charitable Corporation (the "Club"); (ii) the Grand National Curling Club. ("GNCC"); (iii) and the (USCA) United States Curling Association; (iv) the respective successors and assigns or each of the Club, GNCC, and 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 four sheets of ice in which the sport of curling is played in the building located at 491 McCoy Road, McKees Rocks, Pennsylvania owned and operated by 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.

**Please continue to back - signature required --->>**

## **MINOR PARTICIPANT INFECTIOUS DISEASE ASSUMPTION OF RISK/WAIVER OF LIABILITY INDEMNIFICATION AGREEMENT**

The undersigned hereby represents that: (i) the participation of the MINOR in curling and/or presence in the Pittsburgh Curling Club (the "Club") building or on the surrounding land includes possible exposure to and illness from infectious diseases including, but not limited to MRSA, influenza, and COVID-19; and (ii) while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and (iii) I willingly agree that the MINOR will comply with the stated and customary terms and conditions for participation as regards protection from infectious diseases; and (iv) if I observe any unusual or significant hazard during the MINOR'S presence or participation, I remove the MINOR from participation and bring such to the attention of the nearest officer or representative of the Club immediately.

In consideration of being allowed access to the Club House (as defined below) as a participant in any curling activity in the Club House, I, the undersigned PARENT/GUARDIAN, for the MINOR and their estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) the Pittsburgh Curling Club, Inc; (ii) the United States Curling Association, Inc ("USCA"); (iii) the Grand National Curling Club of America, Inc. ("GNCC"); (iv) the respective successors and assigns of each of the Club, USCA and GNCC, and (v) the respective representatives, employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, GNCC (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 expense 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, even if arising from their negligence, prior to the Expiration Date (as defined below.)

The Club House shall mean the entirety of the building and surrounding property located at 491 McCoy Road, McKees Rocks, Pennsylvania and owned and operated by the Pittsburgh Curling Club. The Expiration Date shall mean the date at which is one (1) calendar year after the date this Release is executed (page 1).

I certify that I am the PARENT/GUARDIAN of the MINOR and am at least eighteen (18) years of age and have the legal capacity to execute the Participant Infectious Disease Release on their behalf.

I hereby revoke 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 MINOR PARTICIPANT RELEASE AND 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 BEING WAIVED. NOTWITHSTANDING THE FOREGOING, I HAVE CHOSEN, OF MY OWN FREE WILL, TO EXECUTE THIS PARTICIPANT RELEASE.

With respect to the use of image, voice, and likeness:

1. **The Pittsburgh Curling Club contains image and voice capture, recording and broadcasting equipment**, which may be operating at any time;
2. I consent to the Releasees capturing and storing my image and voice, including without limitation, by means of photograph, videotape, film, recording or streaming;
3. I consent to the Releasees exhibiting, publishing, and broadcasting my name and any image or likeness of me and any sound of my voice; and
4. I waive the right to any payments or royalties in connection with any of the actions described in paragraphs 2 and 3, regardless of whether such action is performed on a commercial basis.

Parent/Guardian Signature: \_\_\_\_\_