

WAIVER AND RELEASE NOTICE: THIS IS A LEGALLY BINDING CONTRACT

In consideration of myself (or my minor child) being permitted by Eugene Figure Skating Club to participate in club-sponsored events, I agree to the following: I ACKNOWLEDGE THE INHERENT RISKS ASSOCIATED WITH FIGURE SKATING I understand that; (a) the sport of figure skating is a hazardous athletic activity; (b) participation in figure skating or related training may result in serious injury including but not limited to permanent disability, paralysis or death; (c) these risks and dangers may be caused by the acts or omissions of the officers, directors, members or agents of Eugene Figure Skating Club, the acts or omissions of other participants, accidents, breaches or contract, or other causes; (d) these risks may arise from foreseeable or unforeseeable causes. I further understand that the club is a community in which open communication takes place. That communication may include the discussion of coaches, officials, skaters, and parents. I agree to be bound by the ethics rules of the US Figure Skating and the Parent's Code of Conduct. I agree to process any grievance or wrong done by the spoken work, writing in any form, or broadcast or publication that is related to skating through the grievance processes of the club, US Figure Skating, or the PSA, and to be bound by the result as a final and complete resolution. I AGREE TO ASSUME ALL RISKS OF PERSONAL INJURY. In return for being allowed to participate in the skating and non-skating activities of the Eugene Figure Skating Club either myself or for my minor child or ward, I agree to assume all risks foreseen or unforeseen, foreseeable or unforeseeable that arise from participation in the sport of figure skating regardless of the cause except for deliberate and unprovoked physical assaults and the injury or damage that may cause. I accept the financial responsibility for any losses and/or damages, whether caused in whole or in part by the conduct of the officers, directors, members or agents of the Eugene Figure Skating Club. On behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Eugene Figure Skating Club, its officers, directors, members and agents, from any and all claims, action or losses for bodily injury, property damage, wrongful death, loss of services, loss of companionship or otherwise which may arise out of my (or my minor child's) participation in club-sponsored activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have for the negligent acts or other conduct by the officers, directors, members or agents of the Eugene Figure Skating Club. I agree to process any grievance or wrong done by the spoken word, writing in any form or broadcast or publication that is related to skating through the grievance processes of the Club, US Figure Skating or the PSA and to be bound by the result as a final and complete resolution. Further, to the extent that any claim by me or on behalf of my child or ward (arising from my skating activities while a member of the Club) against any third party results in a claim by that party against the Eugene Figure Skating Club for indemnity or contribution, I will save, defend, hold harmless and indemnify the Eugene Figure Skating Club from that third party claim. I also grant to "Club" the absolute right and permission to use, publish, broadcast and copyright any and all material done in connection with "Club" including, Athlete's voice recording name, picture and likeness or any material based on or derived there from in any manner or media whatsoever for purposes of advertising in promoting and publicizing "Club" and "Club's" events. BY MY SIGNATURE BELOW I WARRANT THAT I: 1) Am at least 18 years of age, and am otherwise legally competent to sign this Agreement; 2) Have read the above statement and understand their provisions; 3) Understand the risks associated with participation in figure skating activities; 4) Assume full responsibility for the consequences of choosing to participate; 5) Hereby knowingly and intentionally release and hold harmless the Eugene Figure Skating Club, its officers, directors, members, and agents harmless from any and all claims, demands, injuries, actions (including third party claims), and damage of any kind and nature whatsoever which arise out of, or in, connection with participating in this activity, regardless of whether such claims are based upon negligence or other grounds. 6) Agree to be bound by and abide by the Rules, Regulations, and Bylaws of the Eugene Figure Skating Club and US Figure Skating. 7) Acknowledge that Information on this Application is true and correct and is part of Skater's US Figure Skating record. * * * ALL STUDENTS MUST AGREE TO THIS WAIVER BEFORE GETTING ON ICE TIME SPONSORED BY THE EUGENE FIGURE SKATING CLUB. A COPY OF THIS WAIVER IS AVAILABLE AT THE RINK FROM AN EFSC BOARD MEMBER AS WELL AS ONLINE AS A PRINTABLE DOCUMENT. * * *

I AGREE (parent/guardian signature) _____ Date _____

PLEASE PRINT NAME _____ PHONE _____