

THE MILWAUKEE CURLING CLUB
AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY

In consideration of being permitted to participate in the sport of curling at The Milwaukee Curling Club ("Club"). I agree as follows:

1. **Activities** - I would like to participate in the sport of curling (the "Activity"), which involves the following activities; Stepping from a raised surface onto the ice, walking or sliding on ice (which may, at my option, include the use of a Teflon slider on one shoe), delivering a curling stone from the "hack", vigorously sweeping a moving curling stone, and related movements on ice. The movements, positions and exertion may be unfamiliar and may be uncomfortable or risky for some participants. Some of the activities may be difficult, harmful, or risky, depending on the participant's overall health and physical condition including particular conditions such as heart, blood pressure, orthopedic problems, eye conditions, balance, endurance and other factors. I will only participate I am certain that I am capable and healthy enough to do so, and have not been advised by a doctor to the contrary. I agree that I will immediately cease the Activity If I begin to feel ill, injured, faint, tired, dehydrated, or uncomfortable and inform the Instructor and seek medical assistance.
2. **Assumption Of Risk** - Participation in the Activity carries with it inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and even death. Notwithstanding these risks and other hazards of the Activity that may be foreseeable but not specifically identified herein, I, for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death, or property damage arising out of or related to the Activity.
3. **Release, Discharge, and Agreement Not To Sue** - I, for myself, my heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue The Milwaukee Curling Club, its officers, directors, members, employees, agents, and volunteers (collectively referred to as "Releasees" in this document only) from any and all claims that we might otherwise have against Releasees, for any injury or death to the Participant, or for any damage to our property, arising from, but not limited to, participation in the Activity. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of Releasees, and any other breach of a legal duty arising by common law, statute, contract or otherwise.
4. **Indemnification And Hold Harmless** – I agree to indemnify and hold Releasees harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, incurred, brought as a result of or arising out of my involvement in the Activity and to reimburse Releasees for any such costs and expenses as they are incurred. I expressly acknowledge and agree that this duty to indemnify and hold Releasees harmless shall apply even under circumstances where Releasees have acted in a negligent or tortious manner.
5. **Acknowledgements and Full Release** - I acknowledge that I have been given the opportunity to object to and bargain regarding any of these provisions, but have voluntarily and knowingly chosen not to do so. I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law. I confirm that I am at least eighteen (18) years of age.
6. **Severability** - I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the State in which the Activity is to be conducted and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you might otherwise have. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.

Participant's Signature

Date

Name of Participant