



14100 W 7<sup>th</sup> Ave, Golden, CO 80401

## PARTICIPANT RELEASE

(18 and over)

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 Curling Center (as defined below) as a participant in any curling activity in the Curling Center, 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) **Denver Curling Club**, a Colorado nonprofit corporation (the "Club"); (ii) the **United States Curling Association, Inc.** ("USCA"); (iii) the **Mid-America Curling Association** ("MACA"); and (v) the respective successors and assigns or each of the Club, USCA, and MACA, and (vi) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MACA (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 Curling Center 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 wilful, 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 Club's "Participant Medical Accident" insurance coverage, (b) any other participant participating in any curling activity in the Curling Center, or (c) against any other person or entity other than a Releasee.

I hereby grant the Club and the other Releasees permission to publish photos and videos of me, and my name, for use on their websites and other publications and media, whether now known or hereafter existing, in perpetuity, without compensation. I agree that no rights of ownership in any photos or videos are conferred on me. I hereby release and forever discharge the Club and the other Releasees from all claims, demands, and causes of action which I, my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, or attorneys have or may have by reason of this authorization.

The "Curling Center" shall mean the building containing four sheets of ice in which the sport of curling is played located at 14100 West 7<sup>th</sup> Ave., Golden, CO 80401 owned and operated by the Club. 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.

**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) \_\_\_\_\_

Email: \_\_\_\_\_ Print name: \_\_\_\_\_