



**ADULT PARTICIPANT RELEASE**

Issued June 2020

Print name: \_\_\_\_\_ Age: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail(s): \_\_\_\_\_

Emergency Contact  
Name/Telephone: \_\_\_\_\_

.....  
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. The undersigned further represents that: (i) my participation in curling and/or presence in the Kansas City 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 to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases; and (iv) if I observe any unusual or significant hazard during my presence or participation, I will remove myself 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 Ice House (as defined below) as a participant in any curling activity in the Ice House, 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) Kansas City Curling Club, a Kansas Not for Profit Corporation (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) Mid-America Curling Association; (iv) the respective successors and assigns or each of the Club, USCA, an Regional Curling Associations and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and Regional Curling Associations (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 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 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 Ice House, or (c) against any other person or entity other than a Releasee.

The Ice House shall mean the single room containing 5 sheets of ice in which the sport of curling is played in the building located at 5940 NW Waukomis Drive, Kansas City, MO rented 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.

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.

I hereby acknowledge that I will comply with all current club disease mitigation requirements as posted including, but not limited to, mask policies, disinfecting procedures, and social distancing. I understand that failure to comply may result in removal from the premises without a refund.

**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.**

(sign) \_\_\_\_\_

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