

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

In consideration of being permitted to participate in a Windy City Figure Skating Club ('WCFSC') skating session or event, the undersigned for himself or herself, his or her relatives, spouse, personal or legal representatives, heirs, beneficiaries, and assigns ("Participant") understands and agrees to the following.

Participant acknowledges that participation in any WCFSC session or event as a skater, volunteer, or otherwise involves a risk of harm, injury, and loss both to the Participant's person and property, including the possibility of permanent disability and death. Participant understands that this Release and Waiver of Liability is intended to address all the risks of any kind associated with participation in any aspect of a WCFSC session or event including action, inaction, or negligence on the part of WCFSC, its directors, officers, and volunteers to the fullest extent permitted by law.

Participant acknowledges that participation in a WCFSC session or event is wholly voluntary and that Participant voluntarily assumes personal responsibility for any injury, liability, loss or damages arising from the Participant's participation in such session or event.

To the fullest extent permitted by law, Participant releases and waives, forever discharges, and holds harmless the WCFSC, and its directors, officers, and volunteers (collectively "Releasees") from any and all liability to and claims and demands of the Participant, in law or equity, which may arise because of Participant's participation in a WCFSC session or event. Participant understands that this Release and Waiver discharges the Releasees from any liability or claim that the Participant may have against the WCFSC or other Releasees with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from Participant's participation in a WCFSC session or event to the fullest extent permitted by law.

Participant agrees to indemnify and to hold harmless each and all Releasees from any loss, liability, damage or cost that they may incur due to the presence of or participation of the Participant in a WCFSC event or session on, or near a skating rink area whether caused by negligence of the Releasees or otherwise.

Participant understands and acknowledges that the WCFSC is under no obligation to but may render, or request another or others to render first aid, treatment, or other service to the Participant including for injuries received by the Participant during his or her participation in an WCFSC session or event. Participant releases and forever discharges Releasees from all claims whatsoever which arises because of any first aid, treatment, or service that was or was not rendered to Participant in connection with Participant's participation in a WCFSC session or event.

Participant grants to the Releasees the right to capture still or moving images and audio recordings of Participant during Participant's participation in a WCFSC session or event ("Content"). Participant conveys to the WCFSC all right, title, and interest to this Content. The WCFSC has the right, but not obligation to use the Content as the WCFSC sees fit including in publications by or for the WCFSC or related to its activities. Participant waives all privacy and publicity interests which Participant has in the Content.

Participant agrees to comply with the rules and instructions of the WCFSC and other Releasees, whether written or verbal, while participating in a WCFSC session or event. The WCFSC shall have the right to take reasonable action for Participant's failure to abide by such rules and instructions including but not limited to refusing to permit the Participant from exercising the privilege to participate in a WCFSC session or event.

Participant expressly agrees that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, which controls, and that, if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

If the individual participating in a WCFSC session or event is a minor (under 18 years of age), the parent or legal guardian of that individual is required to sign this form. By signing this Waiver and Release of Liability, the parent or legal guardian expressly (a) grants permission to the named Participant to take part in WCFSC sessions or events; (b) understands, acknowledges, and affirms all the statements, assurances, releases, and waivers contained in this document; and (c) agrees to bind himself or herself, and the minor, to each of the foregoing provisions to the fullest extent permissible by law. This Release and Waiver was signed on the date inserted below and will be in full force and effective until revoked by the WCFSC

THIS IS A WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT. I HAVE READ IT AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING, AND SIGN IT VOLUNTARILY.

WITNESS:

BY:  
Participant

\_\_\_\_\_

\_\_\_\_\_  
Participant's Signature or, if a minor,  
Signature of Parent or Guardian for  
Participant

Please **Print Name** and Address of Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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