

## Skating Club at Dartmouth WAIVER AND RELEASE OF LIABILITY

**Skater's Name:** \_\_\_\_\_ **Skill Level:** \_\_\_\_\_

In consideration of being allowed to participate in any way in the Skating Club of Dartmouth programs, events, related events, and activities, the undersigned understands, appreciates, acknowledges, and agrees that:

- 1) I fully understand that skating involves risks of serious bodily injury, including but not limited to the potential for permanent disability, paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, DISCHARGE, AGREE NOT TO SUE The Skating Club of Dartmouth, their officers, officials, agents, volunteers, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. If I or anyone on my and/or my child's behalf makes a claim, I agree I will indemnify, defend, save and hold harmless each of the Releasees from any loss, liability, damage, or cost which may be incurred as the result of such claim.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant's Signature (if 18 years of age or older)

\_\_\_\_\_  
Date Signed

### **PARTICIPANTS OF MINORITY AGE**

(if under the age of 18 years at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above from all the releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

\_\_\_\_\_  
Parent or Guardian **Signature**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Parent or Guardian **Print**

