

EVERETT FIGURE SKATING CLUB
Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement
("Agreement")
July 1, 2009 – June 30, 2010

In consideration of participating in Everett Figure Skating Club (EFSC), and Comcast Community Ice Rink activities, I represent that I understand the nature of figure skating activities ("activity") and that I am qualified, am in good health and in proper physical condition to participate in such "activity". I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participating in the "activity".

I fully understand that this "activity" involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the "activity", the conditions in which the "activity" takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibilities for losses, costs and damages I incur as a result of my participation in the "activity".

I hereby release, discharge, and covenant not to sue EFSC, Comcast Community Ice Rink, Everett Events Center, Global Spectrum, or United States Figure Skating, its directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owners and lessors of premises on which the "activity" takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise including negligent rescue operations, and I further agree that if, despite this Release, Waiver of Liability, and Assumption of Risk, I, or anyone on my behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

Everett Figure Skating Club and Comcast Community Ice Rink have the right, but not the obligation, to provide rules, regulations and/or ice monitors for Ice Sessions. We hereby acknowledge that EFSC shall not be responsible for the supervision of the members at Ice Sessions.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement shall be binding effective for the July 1, 2009 - June 30, 2010 membership year of Everett Figure Skating Club.

Printed Name of Club Member #1

Printed Name of Club Member #2
(if applicable)

Printed Name of Club Member #3
(if applicable)

Printed Name of Parent or Guardian
(of any minor Club Member(s) listed above)

Signature of Adult Skater and/or Parent/Guardian
(of any minor Club Member(s) listed above)

Date

EVERETT FIGURE SKATING CLUB
Parental Consent and Indemnification Agreement
July 1, 2009 – June 30, 2010

I, the minor's parent and/or legal guardian, understand the nature of the activities referenced in the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement. I understand the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity" as described in the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

I also agree not to leave any children under the age of 14 un-chaperoned at Comcast Community Ice Rink while not participating in an EFSC freestyle session, on-ice group lesson, or off-ice group lesson. Further, I acknowledge that EFSC does not provide childcare and that the undersigned parent and/or guardian assumes all responsibility for supervision and childcare of children under the age of 18.

I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees listed in the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

This Parental Consent and Indemnification Agreement shall be binding and effective for the July 1, 2009 – June 30, 2010 membership year of Everett Figure Skating Club.

Printed Name of Club Member #1

Printed Name of Club Member #2
(if applicable)

Printed Name of Club Member #3
(if applicable)

Printed Name of Parent or Guardian
(of any minor Club Member(s) listed above)

Signature of Adult Skater and/or Parent/Guardian
(of any minor Club Member(s) listed above)

Date

EVERETT FIGURE SKATING CLUB
Consent for Medical Attention or Treatment
July 1, 2009 – June 30, 2010

I certify that I, the member, or I, the parent/guardian of said participant, give my consent to EFSC and the facility the activities are taking place in and their staff and to members of EFSC, their Board of Directors, Comcast Community Ice Rink, Everett Events Center and volunteers to obtain medical care from any licensed physician, hospital or clinic, including transportation and emergency medical services, for myself/ourselves and/or said participant for any injury that could arise from participation in these activities.

This Consent for Medical Attention or Treatment shall be binding and effective for the July 1, 2009 - June 30, 2010 membership year of Everett Figure Skating Club.

Printed Name of Club Member #1

Printed Name of Club Member #2
(if applicable)

Printed Name of Club Member #3
(if applicable)

Printed Name of Parent or Guardian
(of any minor Club Member(s) listed above)

Signature of Adult Skater and/or Parent/Guardian
(of any minor Club Member(s) listed above)

Date

EVERETT FIGURE SKATING CLUB
Photo Release
July 1, 2009 – June 30, 2010

I acknowledge that during the course of participation in any Everett Figure Skating Club ("EFSC") activities, EFSC may take photographs, audio recordings and/or video recordings of EFSC members. I hereby grant EFSC permission to use any and all such photographs or audio or video recordings of the participants for advertising, promotional or educational purposes. Such use may include publication in programs, advertising, posters, flyers, radio, television or other methods, and may be seen or heard by large numbers of individuals, including potential members of the EFSC. I waive all rights to any financial remuneration of any such use.

Printed Name of Club Member #1

Printed Name of Club Member #2
(if applicable)

Printed Name of Club Member #3
(if applicable)

Printed Name of Parent or Guardian
(of any minor Club Member(s) listed above)

Signature of Adult Skater and/or Parent/Guardian
(of any minor Club Member(s) listed above)

Date