

## PARTICIPANT RELEASE

The undersigned, being a parent or legal guardian of the minor curler ("Minor") indicated below, hereby makes the following representations: (i) that the undersigned is legally responsible for the Minor and legally empowered to act for, on behalf of, and to execute this Participant Release and thereby bind the Minor; (ii) that the Minor will comply with the rules and regulations of the Releasees (as defined below); (iii) that the undersigned understands that the sport of curling is played on ice and requires physical fitness; (iv) that the Minor possesses such physical fitness; and (v) that the undersigned understands that the risks of the Minor participating in any curling activity could involve serious injury or death.

In consideration of the Minor 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 and on behalf of the Minor and the Minor's estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys (collectively, "Releasers") do hereby remise, release, acquit, and forever discharge (i) Broomstones, Inc., a Massachusetts non-profit corporation (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Grand National Curling Club ("GNCC"); (iv) the respective successors and assigns or each of the Club, USCA, and GNCC; and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and GNCC (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 the Minor 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 the Minor or the Minor's 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 four sheets of ice in which the sport of curling is played in the building located at 1 Curling Lane, Wayland, MA owned 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.

In the case that the Minor requires urgent medical attention and I cannot be reached, I hereby authorize (i) emergency personnel and medical practitioners selected by any of the Releasees or other chaperone of the Minor, in their reasonable judgment and sole discretion, to take any and all necessary measures on behalf of the Minor and (ii) the disclosure of the information set forth below to emergency personnel and medical practitioners by any of the Releasees or other chaperone of the Minor/

In consideration of the Minor being permitted to participate in curling draws, matches, bonspiels, and other athletic and non-athletic events which take place at the Club, whether in or outside of the Ice House ("Events"), I, the undersigned, for and on behalf of the Releasers, hereby grant permission and a perpetual, royalty-free, worldwide, sublicensable, and non-exclusive license

to the Releasees to record, store, display, reproduce, copy, publish, perform, transmit, broadcast, distribute, sell, and otherwise use ("Permitted Uses") at any time and in any type of media or manner the Minor's name, voice, image, likeness, actions, and "original works of authorship" (as that term is used in section 102 of the Copyright Law, Title 17 of the United States Code) appearing, seen, or heard in the Events. In connection with the Minor's participation in Events and the Permitted Uses, I, the undersigned, for and on behalf of the Releasers, hereby release any and all claims against the Releasees relating to, or arising out

benefit of the Releasees, hereby release any and all claims against the Releasees relating to, or arising out of, ownership, copyright, and rights of privacy and/or publicity. \_\_\_\_\_

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\_\_\_\_ -

Name of Parent \_\_\_\_\_  
(please print)

Name of Minor: \_\_\_\_\_

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

Age: \_\_\_\_\_

Medical Insurance Carrier: \_\_\_\_\_

Policy/Group Number: \_\_\_\_\_

Allergies, medical conditions, current medications: \_\_\_\_\_

Emergency Contact Name and Relationship: \_\_\_\_\_

Emergency Contact Telephone(s): \_\_\_\_\_