

PARTICIPANT RELEASE (Park City Curling Club) - Adult

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. I acknowledge that ice surfaces are inherently slippery and that slips, falls, and collisions are common risks associated with curling activities. I acknowledge that alcohol may be present at certain curling events and assume all risks associated with my own alcohol consumption.

In consideration of being allowed access to the Curling Facility (as defined below) as a participant in any curling activity in the Curling Facility, 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) Park City Curling Club, a Utah nonprofit corporation and 501(c)(3) organization (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Mountain Pacific Curling Association ("MOPAC"); (iv) the respective successors and assigns of each of the Club, USCA, and MOPAC; and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MOPAC (collectively, the "Releasees") from any and all actions, claims, demands, and liabilities, both in law and equity, including court costs and legal fees, arising from physical, mental, or bodily injury occurring while I am participating in, observing, preparing for, receiving instruction in, or otherwise present for any curling activity in the Curling Facility 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 willful, 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 Curling Facility, or (c) against any other person or entity other than a Releasee.

The Curling Facility shall mean any location, facility, venue, or property where curling activities are conducted or organized by the Park City Curling Club, including but not limited to: (a) the facility located at 600 Gilmore Way, Park City, Utah; and (b) the facility located at 909 W Peace Tree Trail, Heber City, Utah. 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.

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: _____, SIGNATURE: _____

Print Name of Participant: _____

Email: _____ Phone: _____

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