

**Petersham Curling Club**

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**PARTICIPANT RELEASE**

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; (iii) that the undersigned may be in close proximity to others with a risk that I could be exposed to communicable disease while on and about the ice or other areas of the Petersham Curling Club, and (iii) that the undersigned understands that the risks of participating in any curling activity could involve serious injury or death.

In consideration of being allowed to access the Ice House, (as defined below), as a participant in any curling activity or other activity or programs in the Ice House or at the Petersham Curling Club, I, the undersigned, for myself and my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge: Petersham Curling Club, a MA Corporation (the "Club"); (ii) the United States Association, Inc. ("USCA"); (iii) the Grand National Curling Club of America ("GNCC"); (iv) the respective successors and assigns or each of the Club, USCA, and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, (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 me while participating in any curling activity in the Ice House prior to the Expiration Date (as defined below); provided, however, 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 or other activity or programs in the Ice House or at the Petersham Curling Club, or (c) against any other person or entity other than a Releasee.

The Ice House shall mean the single room containing two sheets of ice in which the sport of curling is played in the building located at 250 North Main Street, Petersham, MA, owned and operated by the club. The Expiration Date shall mean the date which is one (1) calendar year after the date this release is executed below.

I grant permission to Petersham Curling Club and its agents the irrevocable and unrestricted right to reproduce the photographs and/or videos taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Petersham Curling Club and its legal representatives from all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

**Communicable Disease Requirements:**

I agree to strictly follow all rules and procedures from time to time established by the Petersham Curling Club to reduce the risk of exposure to communicable diseases. I also understand that there is no guarantee the rules or procedures adapted and applied by the Petersham Curling Club in an effort to reduce the risk of exposure to COVID-19 and other communicable diseases will fully protect me against the transmission of such diseases.

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 any 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.

Please Print

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE RELEASE FOR MINORS IF APPLICABLE.

