

CSFSC WAIVER AND RELEASE 2024/25

NOTICE: THIS IS A LEGALLY BINDING CONTRACT

In consideration of myself, or my minor child, being permitted by Carousel Sherwood Figure Skating Club to participate in club-sponsored events, I agree to the following:

I ACKNOWLEDGE THE INHERENT RISKS ASSOCIATED WITH FIGURE SKATING

I understand that; (a) the sport of figure skating is a hazardous athletic activity; (b) participation in figure skating or related training may result in serious injury including but not limited to permanent disability, paralysis or death; (c) these risks and dangers may be caused by the acts or omissions of the officers, directors, members or agents of Carousel Sherwood FSC, the acts or omissions of other participants, accidents, breaches or contract, or other causes; (d) these risks may arise from foreseeable or unforeseeable causes. I and my skater are solely responsible to assess any and all risks of injury, damage or death associated with participation in figure skating in general and in any club sponsored or sanctioned activity, It is my/our choice to participate or not to participate in any event or activity based solely on my/our assessment of the risks involved.

I agree to WAIVE and RELEASE all claims for injury, damage or death that arise due to participation in skating. This WAIVER and RELEASE includes claims against Carousel Sherwood Figure Skating Club and its officers, directors, agents, and, members of the club or other USFS clubs involved in the conduct of a class, show, competition, event, test or club activity including but not limited to coaches, officials, instructors, contractors and volunteers.

I agree to INDEMNIFY, DEFEND and HOLD HARMLESS the persons and entities mentioned above from any claim, suit or action the basis of which is claimed to be injury, damage or death suffered by me or my minor skater while participating in any class, show, competition, event, test or club activity. Such indemnity and hold harmless obligations shall include the obligations for any fine, judgment or award imposed by any court, government body, sports organization or arbitration panel and shall include but not be limited to the costs of appearance, participation and defense including but not limited to cost, fees, attorney fees, the costs of witnesses and experts reasonably incurred in the defense of the matter.

NOTE: This agreement includes not only claims actions and proceedings initiated by the member/skater or on behalf of the member/skater but also the claims made by any insurer, medical service provider, hospital or government agency to recoup funds for services provided to the member/skater due to an injury, a loss or death while participating in any class, show, competition, event, test or club activity

I further understand that the skating club is a community in which open communication takes place.

That communication may include the discussion of coaches, officials, skaters, and parents. I agree to be bound by the ethics rules of the U.S. Figure Skating and the Parent's Code of Conduct. I agree to process any grievance or wrong done by the spoken word, writing in any form, or broadcast or publication that is related to skating through the grievance processes of the club, U.S. Figure Skating, or the PSA, and to be bound by the result as a final and complete resolution.

I FURTHER AGREE AND UNDERSTAND THAT THIS WAIVER AND RELEASE AND THE AGREEMENT TO DEFEND AND HOLD HARMLESS SHALL SURVIVE THE TERMINATION OF MY/MY SKATER'S MEMBERSHIP IN THE CAROUSEL SHERWOOD FIGURE SKATING CLUB AND SHALL EXTEND TO THE EXPIRATION OF THE STATUTE OF LIMITATIONS OR STATUTE OF LIMITATIONS PERTAINING TO THE CLAIM OR POTENTIAL CLAIM WHICHEVER IS THE LAST TO EXPIRE.

Should any term of this AGREEMENT be determined to be unlawful or unenforceable the court, tribunal or arbitrator shall ignore that provision and enforce the remainder of the AGREEMENT as written.

Document can be agreed to and electronically signed through webpage membership application.

Dated:

Signature of Member/Parent/Guardian (circle one)

Print Name of Signer and the name of the Skater

Note: You have the right and the obligation to seek advice from your own lawyer at your own expense concerning the meaning and effect of this AGREEMENT