



Oxford Skating Club



Goggin Ice Center, Oxford, Ohio 45056

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK CONTRACT READ BEFORE SIGNING

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, AND AN INDEMNITY FOR ALL THIRD PARTY CLAIMS.

In consideration of being allowed to participate in any way in the Oxford Skate Club, I, _____ (name of participant) and _____ (guardian/parent of participant) acknowledge, appreciate and agree that:

1. Ice skating can be a dangerous sport and it is an activity in which I choose or my child chooses to voluntarily participate at my or my child's own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "damages"), necessarily increase when engaging in complex routines or jumps and turns. I know that the risks, hazards and dangers include, but are not limited to falling, colliding with other skaters, staff, media personnel and spectators; jumping, landing, performing tricks, jumps and turns. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and are using the same facilities.

2. I understand that as a participant in the Oxford Skating Club, I or my child may be traveling by bus to skating competitions both in Ohio and other states. I acknowledge that if I choose or my child chooses to travel to the competitions, I am or my child is doing so voluntarily. I also acknowledge that there are certain risks involved in traveling which I accept. I also understand that traveling to skating competitions may require participants to stay overnight at hotels or motels. I accept full responsibility for my actions and those of my child at those hotels or motels. I understand that the Oxford Skating Club is not responsible for providing adult supervision in the hotel or motel rooms, and that I or my designated guardian is fully responsible for the welfare, safety, and behavior of the participant while housed in the hotel or motel.

3. I understand that in the event, I do not attend a traveling skating competition with my child; I am responsible for finding an adult guardian to be responsible for my child. I am also responsible for notifying the Oxford Skating Club of my decision to send my child to a traveling competition without me and notifying OCS who will be responsible for my child.

4. By executing this agreement, it is my intention to relieve Oxford Skating Club of any duty to me and/or my child and I do assume the entire risk of any of the



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Damages which might occur during or as a result of my or my child's participation in or presence at an Oxford Skating Club event or practice.

5. By this agreement, I also intend to release, discharge and absolve Oxford Skating Club from any and all liability for any active or passive negligence whatsoever by the Oxford Skating Club and waive and relinquish any claim or cause of action against the Club for any loss, claim, damage, personal injury, disability, death medical, or any other type of expense or property damage or loss caused by any negligence, or any other act or failure to act of Oxford Skating Club, its employees, agents, representatives, or board, and promise not to sue or exercise any legal right to seek damages from Oxford Skating Club. This agreement will remain in full force and effect until revoked in writing by all of the persons signing it, after which the participant will no longer have the rights to use the facilities or participate in the events of the Oxford Skating Club.

6. As to my or my child's participation in any activity, event, or practice sponsored in whole or in part by, organized by, or run by the Oxford Skating Club, I hereby agree:

- a. To waive any and all claims for Damages that I or my child may have against the Oxford Skating Club, its managers, employees, officers, directors, investors, associates, agents, contractors, volunteers, sponsors, or any other person or company in any way associated with it;
- b. To release Oxford Skating Club from any and all liability for the Damages that I or my child may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, event, or practice; and
- c. To hold harmless and indemnify Oxford Skating Club and all associated with Oxford Skating Club from any and all liability for the Damages to any third party resulting from my participation in any activity, event or practice.

7. I understand and agree that this waiver and release of liability and indemnification agreement shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability, or death.

8. I further certify that I have no medical condition which would cause participation in Oxford Skating Club activities, events or practices to be potentially hazardous to my health.



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I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Age: _____ D.O.B.: _____

Participant Signature

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE, 18 YEARS OF AGE OR UNDER

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases, and for myself, my heirs, assigned, and next of kin, I release and agree to indemnify the Releasees from any and all liability incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature

Emergency Phone Nos.

Date Signed

Sworn to and subscribed before me, this _____ day of _____, 2008.

NOTARY PUBLIC

My commission expires: _____