

# WAIVER & RELEASE

Saratoga Winter Club  
Saratoga Springs, New York

## 2008-2009 SKATING SEASON

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS PERMITTED TO USE THE ICE DURING A CLUB PRACTICE. **BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ THIS WAIVER AND FURTHER ACKNOWLEDGES RECEIVING A COPY OF THIS FORM FOR THEIR RECORDS.**

IN CONSIDERATION of my involvement in the sport and activities under the auspices of the Saratoga Winter Club, I acknowledge, appreciate and agree that:

1. I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH, AND while particular rules of my sport, equipment, and personal training and discipline may reduce this risk, THIS RISK OF INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS; both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official; and,
4. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, and NEXT OF KIN, HEREBY RELEASE, HOLD HARMLESS, and PROMISE NOT TO SUE THE SARATOGA WINTER CLUB OR OTHER SPONSORING ORGANIZATIONS, THEIR OFFICERS, VOLUNTEERS, STAFF, SPONSORS AND/OR AGENTS, ("RELEASEES") WITH RESPECT TO ANY AND ALL INJURY AND LOSS ARISING FROM MY PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT.

**I have read this Release of Liability and Waiver Agreement, fully understand its terms and sign it freely and voluntarily.**

**Participant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Participant's Name (Printed)** \_\_\_\_\_

### **FOR PARTICIPANTS OF MINORITY AGE**

(Under Age 18 at the Time of Registration)

This is to certify that I/we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assigns and next of kin to release and indemnify the Releasees from any and all Liability incident to my/our minor child's involvement as stated above.

**Parent/Legal Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Legal Guardian Name (Printed)** \_\_\_\_\_