

SHAKER FIGURE SKATING CLUB

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”)

In consideration of participating in **Shaker Figure Skating Club** activities, I represent that I understand the nature of figure skating activities (“activity”) and that I am qualified, in good health and in proper physical condition to participate in such “activity”. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the “activity”.

I fully understand that this “activity” involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the “activity”, the conditions in which the “activity” takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the “activity”.

I hereby release, discharge, and covenant not to sue the Shaker Figure Skating Club, its officers, trustees, volunteers, or agents, United States Figure Skating, it’s directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owners and lessors of premises on which the “activity” takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

The Shaker Figure Skating Club has the right, but not the obligation, to provide rules, regulations and/or ice monitors for Club Ice. We hereby acknowledge that the Shaker Figure Skating Club shall not be responsible for the supervision of the members at Club Ice.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant
(if participant is 18 or older)

Signature of Parent/Legal Guardian
(if participant is under age 18)

Date signed _____

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claims against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

Printed Name of Parent/Guardian

Date

Signature of Parent/Guardian

Consent for Medical Attention or Treatment

I certify that I, the member, or I, the parent/guardian of said participant, give my consent to the

_____ and the facility the activities are taking place in and their staff and to members of the _____, their Board of Directors and volunteers to obtain medical care from any licensed physician, hospital or clinic, including transportation and emergency medical services, for myself/ourselves and/or said participant for any injury that could arise from participation in these activities.

Name of first minor child

Name of second minor child

Name(s) of Parent(s)/Guardian(s)
(please print)

Parent/Guardian Signature

Date

Adult Member
(please print)

Member Signature

Date

This Consent for Medical Attention shall be binding and effective for the 2016-2017 membership year.

SafeSport Statement for Membership Renewal

SHAKER FIGURE SKATING CLUB is committed to creating a safe and positive environment for members' physical, emotional and social development and ensuring that it promotes an environment free of misconduct.

The following code of conduct applies to all participants in activities hosted, supported, sponsored or engaged in by U.S. Figure Skating and (Club/Program/Rink) including but not limited to competitions, exhibitions, training camps and local rink activities.

I recognize that my participation or my child's in all the activities associated with U.S. Figure Skating and SHAKER FIGURE SKATING CLUB is an honor and privilege that carries certain responsibilities. I agree to fully abide by the rules and guidelines set forth by U.S. Figure Skating or its properly designated agents.

U.S. Figure Skating Member Code of Conduct GR 1.02

I recognize that my participation in all activities hosted, supported, sponsored or engaged in by U.S. Figure Skating, including but not limited to competitions, exhibitions and training camps, is an honor and privilege that carries certain responsibilities. I agree to fully abide by the rules and guidelines set forth by U.S. Figure Skating or its properly designated agents. As a precondition to participation in activities hosted, supported, sponsored or engaged in by U.S. Figure Skating, I will adhere to the following tenets in good faith:

A. I will exhibit the highest standards of fairness, ethical behavior and genuine good sportsmanship in all of my relations with others.

B. I will not damage public or private property. I understand that I may be held financially responsible for damage deemed to be wantonly or willfully executed on my part, and that I may be subject to disciplinary action by U.S. Figure Skating.

C. I will not use or possess illegal drugs, and I will not engage in criminal activity. I understand that, if I am found to use or possess illegal drugs, or if I am found to engage in any criminal activity during any activity hosted, supported, sponsored or engaged in by U.S. Figure Skating, I may be subject to criminal penalties as well as penalties imposed by U.S. Figure Skating.

D. I will adhere to the rules of U.S. Figure Skating and the host organization at all activities hosted, supported, sponsored or engaged in by U.S. Figure Skating.

E. I will comply with all applicable anti-doping rules including, but not limited to, ISU and USADA anti-doping rules.

F. I will conduct myself in a manner not detrimental to the welfare of figure skating. I understand that my actions reflect on U.S. Figure Skating and the sport of figure skating both positively and negatively. I understand that if my acts, statements, or conduct are considered detrimental to the welfare of figure skating by the appropriate authority, I may be subject to penalties imposed by U.S. Figure Skating pursuant to GR 1.04.

G. I understand that the penalties that may be imposed may include, but are not limited to, loss of future international selections, loss of financial support from U.S. Figure Skating and its Memorial Fund, and loss of participation in activities hosted, supported, sponsored or engaged in by U.S. Figure Skating.

H. I understand that all disciplinary proceedings will be conducted pursuant to Article XXV, Section 3, of the U.S. Figure Skating bylaws, and that my rights and remedies are derived therefrom.

Signature of Participant
(if participant is 18 or older)

Print name of participant

Signature of Parent/Legal Guardian
(if participant is under age 18)

Date signed _____

SHAKER FIGURE SKATING CLUB

Note: Both Sections must be Completed & Signed or Jump Harness Usage Will Be Denied

CONSENT FOR USE OF JUMP HARNESS

Consent to use

Yes No

Skater's Name _____

On-ice jump harness

Address _____

Pole harness City

Phone _____

I CONSENT TO THE USE OF A JUMP HARNESS IN THE TEACHING OF MY CHILD'S ICE SKATING ROUTINES. I understand that: a belt will be attached to the waist of my child in order to enable a skating instructor to lift the child three to five feet off the ice surface; that the child is pulled along and then lifted during the jump; and, that the rope and pulley, which are part of the apparatus, are attached to a wire that is stretched over the ice surface. I understand that with the pole harness, the same above conditions apply *except* that the belt, rope and pulley are attached to a pole held and controlled by my child's skating instructor. I understand that the off-ice jump harness uses the same belt, rope and pulley system as the on ice jump harness with the floor surface covered by a gymnastics mat.

Parent/Guardian Signature _____

Date _____

RELEASE, WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR USE OF JUMP HARNESS

In consideration of my participation in any Shaker Figure Skating Club program or activity which involves any and all use of Jump Harnesses, I acknowledge that I understand the nature of the activity and that I; and/or my minor child, am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if conditions are unsafe, I, and/or my minor child, will immediately discontinue participation in the activity.

I fully understand that skating involves risks of serious bodily injury, including permanent disability, paralysis, and death, and that these and other risks may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees names below; and that there may be other risks either not known to me or not foreseen at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue The Shaker Figure Skating Club, it's officers, Board of Trustees, members, volunteers and agents, and any sponsors and advertisers of any Shaker Figure Skating Club event in which I participate (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees. This release waiver of liability and express assumption of risk agreement does not apply to any liability, claims, demands, losses, or damages arising out of the gross negligence of, or intentional, willful or wanton misconduct of Releasees. If I, or anyone on my and/or my minor child's behalf, makes a claim which does not arise from the gross negligence of, or intentional, willful or wanton misconduct of Releasees against any of the Releasees, I will indemnify, defend, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I acknowledge that I have read this release, waiver of liability and express assumption of risk agreement and fully understand it. I also acknowledge understanding that this waiver only pertains to equipment owned and maintained by the Shaker Figure Skating Club.

SIGNATURE OF PARTICIPANT

(only if age 18 or over)

SIGNATURE OF PARENT/LEGAL GUARDIAN

(if participant is under age 18)

Name of Participant _____

DATE SIGNED _____