

## **Binghamton Figure Skating Club Waiver and Release of Liability Assumption of Risk and Indemnity Agreement (“Agreement”)**

In consideration of participating in Binghamton 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 agree to notify the Board of Governors in writing within ten (10) days of a determination of any medical condition I have or develop which could affect the safety of other skaters or myself.

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 Binghamton Figure Skating Club, 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 and loss, liability, damage, or cost which any may incur as the result of such claim.

The Binghamton Figure Skating Club has the right, but not the obligation, to provide rules, regulations and/or ice monitors for Club Ice. I have read, understood, and agree to obey the Club ice rules and regulations, and I agree to obey ice monitors who are authorized to enforce them. We hereby acknowledge that the Binghamton 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.

(Revised June 10, 2020)