

WAIVER and RELEASE of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT

SKATERS NAME: _____

The following must be completed before membership is accepted.

I expressly acknowledge:

In consideration of participating in Ann Arbor 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 Ann Arbor 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 any loss, liability, damage, or cost which any may incur as the result of such claim.

The Ann Arbor 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 Ann Arbor Figure Skating Club shall not be responsible for the supervision of the members at Club Ice.

This Authorization and Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Authorization and Waiver will continue in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of, the AAFSC, whether by agreement, by operation of law, or otherwise.

This Authorization and Waiver is governed by the laws of the State of Michigan and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Authorization and Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

I grant permission to AAFSC to utilize any photograph, videotape, motion picture, recording or other record of me.

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 Applicant Member
Date

Date

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

Financial Contract

The Ann Arbor Figure Skating Club is under obligation to meet all the standards of the U.S. Figure Skating. Therefore: In order to remain a member in good standing of the AAFSC, I agree to meet all of my financial obligations to the AAFSC when due. I also understand that all test or competition forms signed in advance can be recalled at any time if there is a financial delinquency to the Club. This would mean that the applicant could not take the test or participate in the event.

Member signature or parent signature if member is under 18 year of age

Date

**AAFSC Assumption of the Risk and Waiver of Liability
Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Ann Arbor Figure Skating Club (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attendance and/or participation in activities at the Club could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, coaches, contractors, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, illness, disability, and death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur as a result of possible exposure to or infection from COVID-19 in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its manager, directors, officers, employees, contractors, coaches, volunteers, agents, representatives, program participants and their families, heirs, representatives, predecessors, successors and assigns, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its manager, directors, officers, employees, contractors, coaches, agents, representatives, program participants and their families, heirs, representatives, predecessors, successors and assigns, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

I acknowledge that I have signed a separate general waiver of liability connected to my participation at the Club and I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

By signing this waiver, I also agree to:

- Abide by the hygiene rules established by the Club
- Abide by the safe distancing rules established by the Club as recommended by federal and state health agencies
- Report symptoms, suspected or confirmed infection, or suspected exposure, and to allow sharing of that with teammates as part of contact tracing

Signature _____ Print Name, _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to attend or participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence that the minor may experience or incur as a result of possible exposure to or infection from COVID-19, which are brought by or on behalf of the minor or are in any way connected with such attendance or participation by the minor in an activity at the Cube.

Parent or Guardian _____ Print Name _____ Date. _____

PLEASE NOTE: ALL above signatures and information are required.