

# Curl Jam 2024

## RELEASE AND WAIVER

**I acknowledge:** Curling and related activities are inherently dangerous, physical activities that can result in serious and even fatal injuries or illnesses in the ordinary course. Some participants choose to wear their own personal protective equipment. Cedar Rapids Curling Club d/b/a Cedar Rapids Curling (“CRCC”) makes no promises of safety of any kind. I have legal capacity to sign this Release and Waiver (“Release”). “Released Parties” herein means CRCC and The Arc of East Central Iowa, as well as their sponsors, associations of which CRCC is a member, other participants, VenueWorks of Cedar Rapids LLC, Venue Works, Inc., the City of Cedar Rapids, ImOn Ice Arena, and all owners, lessors and operators of other premises on which CRCC conducts activities and, additionally, all officers, directors, members, officials, employees, volunteers, subcontractors, other agents, related entities (parent, subsidiary or otherwise), anyone through whom liability can be imputed, and insurers of all of the forgoing. After having reasonable opportunity to consult with legal counsel, in consideration for being allowed to participate in any way in any CRCC activity or program, **I agree to the following:**

1. I knowingly and freely assume all risks associated with curling related activities (on and off ice) regardless of severity or cause, both known and unknown, even if arising from the negligence or gross negligence of one or more Released Parties.
2. I irrevocably RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT TO NOT SUE each of the Released Parties from all liability, causes of action and claims of any nature (including but not limited those for bodily or personal injury, other mental or emotional injury, disease, disability, sickness, death, and injury to tangible or intangible property as well as loss of use), based on any law, theory or doctrine whatsoever, that in any way are related to or arise from participation in or observation of any CRCC (on and off ice) activity or program such as Curl Jam or use of CRCC’s products/equipment (collectively “Claims”). I agree to INDEMNIFY AND HOLD HARMLESS (including attorney fees and expenses) each of the Released Parties for all such Claims asserted by me, my employer, family members or a supporters of mine, and any representative, subrogee, or assignee of the forgoing.
3. I consent to images depicting my or the participant’s participation in Curl Jam and other CRCC activity being republished by CRCC and/or The Arc of East Central Iowa for promotional purposes and/or by media or other outlets.

**I have read this entire Release:** I understand that it bars legal rights to sue the Released Parties and imposes obligations on me, and I voluntarily bind myself to it. If any specific term is deemed unenforceable, that term shall be severed as narrowly as possible and remaining portions of this Release shall be enforced to the greatest possible extent under law.

Team Name: \_\_\_\_\_

Curl Jam Participant

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_