RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE (BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that participation by me, or my child, in Thoroughbred Figure Skating Club activities involves an inherent risk of and exposure to property damage and bodily injury to me, or my child. Dangers related to the sport of ice skating and related off-ice training may include but are not limited to: broken bones, strains, sprains, cuts, abrasions, bruises, and concussion. I am aware of the risks, hazards, and dangers posed by this sport. I also understand that my or my child's participation in this sport and in Thoroughbred Figure Skating Club which may include skaters of varying experience, skills, and abilities, places me, or my child at greater risk of injury than choosing not to participate. I understand that I, or my child, or other skaters on the ice, may need to practice skills where speed, power, and difficult, dangerous jumps, spins, spirals, and moves-in-the-field are required. I understand that there will be times when skaters are skating backwards, spinning, or practicing other maneuvers where it may not be possible to see clearly and stop their maneuver(s) in time to prevent a collision with a skater who has crossed his or her path. I agree that I, or my child has a responsibility to maintain a lookout for and to avoid a collision with skaters in such maneuvers. I understand that the coaches on the ice are not employees or agents of TFSC and that a coach cannot guarantee my or my child's safety. I am solely responsible for assessing, at all times, whether the conditions of the practice ice session, related off-ice training session, the arena, and ice surface are safe or suitable to my or my child's experience, skills, and abilities. I understand that I am responsible for exiting or exiting my child off the session or arena and choosing not to participate if I deem conditions unsuitable or a danger to me, or my child. I acknowledge that I am solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained through my or my child's participation in TFSC activities. I hereby assume on behalf of myself, and my child any and all such risk. I understand and agree that TFSC does not have medical personnel available at the location of its activities; that any coach or TFSC volunteer is granted permission to authorize emergency medical treatment for my child; that such action shall be subject to the terms of this Agreement; and that TFSC, its officers, directors, board members, members, volunteers, independent contractors (including coaches), and employees assume no responsibility for any injury or damage which might arise out of or in connection with such emergency medical treatment.

In consideration for my or my child's participation in TFSC activities, I hereby release TFSC and its officers, directors, board members, members, volunteers, independent contractors (including coaches), and employees from all liabilities, claims, demands, causes of action of whatever kind, losses, damages arising from or by reason of any personal injury, property damage, or consequences thereof, resulting from my, or my child's participation, in any TFSC activities and programs.

I agree that that this Release, Waiver of Liability, Assumption of Risk, and Covenant Not to Sue shall be effective during the entire period of my or my child's participation in TFSC activities; that it binds me, members of my or my child's family, my spouse, and my child's heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Kentucky; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

I agree that I have read, understand, and have freely and voluntarily signed this Release, Waiver of Liability, Assumption of Risk, and Covenant Not to Sue Agreement.

Print Legal Name of Registrant or Applicant Signature of Registrant or Applicant Date