RELEASE, WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT

In consideration of my participation in any Brooklyn Figure Skating Club program or Basic Skills activity, 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 inaction's, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named 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 Brooklyn Figure Skating Club of Ohio, its respective administrators, directors, agents, officers, and employees, and any sponsors and advertisers of any BFSC sanctioned 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.

_____ _____ _____

PARTICIPANT (if 18 or over) **PARENT/LEGAL GUARDIAN (if under age 18)** **DATE**

RELEASE

The undersigned agrees to hold harmless the CITY OF BROOKLYN, its agents and employees and the BROOKLYN FIGURE SKATING CLUB OF OHIO from any liability due to any injury or damage to property suffered as a result of being a participant or spectator in this program. This includes, but is not limited to, the use of all equipment, the harness, show props, and teaching tools.

_____ _____

SIGNATURE **DATE**

If under 18, parent or guardian must sign