

RELEASE OF LIABILITY AND WAIVER AGREEMENT

SHORT TRACK AMERICAN CUP II MIDWEST MINI-CUP MIDLAND CIVIC ARENA NOVEMBER 11-12, 2006

NOTE: THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN THE SHORT TRACK AMERICAN CUP II COMPETITION ON NOVEMBER 11-12, 2006 IN MIDLAND, MICHIGAN. BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ IT.

IN CONSIDERATION of my involvement in the sport and activities under the auspices of U.S. Speedskating, I acknowledge, appreciate and agree that:

1. I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH, AND while particular rules of my sport, equipment, and personal training and discipline may reduce this risk, THIS RISK OF INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS; both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official; and,
4. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, and NEXT OF KIN, HEREBY RELEASE, HOLD HARMLESS, and PROMISE NOT TO SUE U.S. SPEEDSKATING, THE MICHIGAN SPEEDSKATING ASSOCIATION, THE MIDLAND SPEED SKATING CLUB, THE MIDLAND CIVIC ARENA, THE CITY OF MIDLAND, THE INTERNATIONAL OLYMPIC COMMITTEE, THE UNITED STATES OLYMPIC COMMITTEE, THE INTERNATIONAL SKATING UNION OR OTHER SPONSORING ORGANIZATIONS, THEIR OFFICERS, VOLUNTEERS, STAFF, SPONSORS AND/OR AGENTS, ("RELEASEES") WITH RESPECT TO ANY AND ALL INJURY AND LOSS ARISING FROM MY PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT.

I have read this Release of Liability and Waiver Agreement, fully understand its terms and sign it freely and voluntarily.

Participant's Signature _____

Participant's Name (Printed) _____ **Date** _____

FOR PARTICIPANTS OF MINORITY AGE

(Under Age 18 at the Time of Registration)

This is to certify that I/we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assigns and next of kin to release and indemnify the Releasees from any and all liability incident to my/our minor child's involvement as stated above.

Parent/Legal Guardian Signature _____ **Date** _____

Parent/Legal Guardian Name (Printed) _____

Mail with Entry Form or fax to Beth Bedford at 313-566-9305