

# PAVILION SKATING CLUB of CLEVELAND HEIGHTS

## Jump Harness

### Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of my use of the Pavilion Skating Club of Cleveland Heights (PSC) jump harness, I represent that I understand the nature and use of the jump harness and that I am qualified, in good health and in proper physical condition to use the jump harness. I acknowledge that in believe conditions are unsafe, I will immediately discontinue use of the jump harness.

I fully understand that use of the jump harness 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 involved in my use of the jump harness, the conditions at which my use of the jump harness takes place, or the negligence of the Releasees; 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 use of the jump harness.

The jump harness installed in the North Rink of Cleveland Heights Recreation Center is property of PSC and may only be used by approved coaches on approved sessions (PSC Club or City Freestyle). The PSC Officers may make changes to this policy.

I hereby release, discharge, and covenant not to sue PSC or Cleveland Heights Recreation Center, or the City of Cleveland Heights, or their directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owners and lessors of the premises at which my use of the jump harness takes place (collectively the "Releasees") 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.

I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I 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. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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Printed Name of Participant/Skater

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Signature of Participant /Skater

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Date

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Printed Name of Parent/Guardian

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Signature of Parent/Guardian

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Date