WAIVER & RELEASE OF LIABILITY

UNITED STATES LUGE ASSOCIATION

In consideration of being allowed to participate in any way in United States Luge Association (USLA) athletic/sports programs, and related events and activities, I, the undersigned acknowledge, appreciate and agree that:

1. I willingly agree to comply with the customary terms and conditions for participation. I also agree that I will inspect the facilities and equipment to be used, and if I believe anything is unsafe or unusual, I will immediately advise my coach, supervisor or other such official(s) of such conditions(s) and refuse to participate. If I am under the age of 18 at the time of participation, my parents, by signing below, are agreeing to instruct me to inspect the facilities and equipment to be used.

2. I fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability, paralysis and death; and that severe social and economic losses might result, not only from my own actions, inactions, or negligence; but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, I also acknowledge that there may be other risks not known to or not reasonably foreseeable by the USLA.

3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others and accept personal responsibility for any damages following such injury, permanent disability, paralysis or death.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive, discharge, hold harmless and covenant not to sue the United States Luge Association, its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, officials, officers, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as “releasees”, from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of all and any injury, disability, death, or loss of damage to person or property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X __________________________________________________________________________________    ...    ________________________________________________________________________________    Date:____________________

PARTICIPANT’S SIGNATURE               PRINTED NAME                        RELATIONSHIP

PARTICIPANTS OF MINORITY AGE (under 18 at time of participation)

This is to certify that I, as Parent/Guardian with legal responsibility of the above stated participant, do consent and agree to the above Waiver and Release of Liability, and further I/we for myself/ourselves, my heirs, assigns, and next of kin, agree to release, waive, discharge, hold harmless and covenant not to sue the United States Luge Association, its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, officials, officers, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as “releasees”, from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of all and any injury, disability, death, or loss of damage to person or property, incident to my minor child’s involvement or participation in these programs as provided above, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X __________________________________________________________________________________    ...    ________________________________________________________________________________    Date:____________________

PARENT/GUARDIAN SIGNATURE               PRINTED NAME                        RELATIONSHIP

GRANT OF PERMISSION

I agree and consent to the use of my name, voice, picture, image, likeness, luge performance, video and/or motion pictures of myself and/or my property by the United States Luge Association. I hereby grant permission to the United States Luge Association and/or its agents to use, and/or reproduce my name, voice, picture, image, likeness, luge performance, video and/or motion pictures of myself and/or my property and that you may distribute and exhibit these throughout the world without charge or restriction. I hereby release the United States Luge Association and/or its agents from any and all claims for damages based on the use of said name, voice, picture, image, likeness, luge performance, video and/or motion pictures.

X __________________________________________________________________________________    ...    ________________________________________________________________________________    Date:____________________

PARTICIPANT’S SIGNATURE               PRINTED NAME

FOR ATHLETES OF MINORITY AGE (under 18 at time of participation)

This is to certify that, as parent/guardian of the above stated participant, I do consent to the above GRANT OF PERMISSION for the stated participants involvement in the sport of Luge.

X __________________________________________________________________________________    ...    ________________________________________________________________________________    Date:____________________

PARENT/GUARDIAN SIGNATURE               PRINTED NAME                        RELATIONSHIP