

WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK AND/OR PARENTAL CONSENT AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the USA ROLLER SPORTS programs and related events for the 2019-2020 season, September 1, 2019 through August 31, 2020. Roller Derby Season December 1, 2019 through November 30, 2020 the undersigned agrees:

1. I, the undersigned, do affirm the registration information above is correct and truthful and hereby make application to USARS for amateur registration with which to identify myself at sanctioned competitions, exhibitions and other appropriate occasions. I further agree to abide by the rules and regulations of USARS during the terms of this registration and agree to observe the Amateur Code of Conduct, in spirit as well as in letter, upholding the high ethics of amateur roller skating.

2. I understand dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in these activities. I understand the nature of USARS' activities and believe that I (or my minor child) am/are qualified and physically fit to participate in roller skating competitions and practices. I further acknowledge that I am aware that the activity will be conducted in facilities open to the public. As a skater, parent or legal guardian, I further agree and warrant that prior to participating in any event I will inspect the facilities to be used and if believing conditions to be unsafe, I will immediately advise my coach or the meet director of this condition and refuse to participate unless corrected.

3. I fully understand that USARS' activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and economic losses which might result not only from a skater's actions, inactions or negligence, but the action, inaction, or negligence of others, the rules of competition, or the condition of the premises or any equipment in use. I fully accept and assume all such risks and responsibilities for losses and costs and damages incurred as a result of my participation in USARS activities or arising out of my traveling to or returning from such activities or practice sessions.

4. I hereby release, discharge, covenant not to sue, and agree to hold harmless USARS, their administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and where applicable, owners and lessors of premises and their employees on which the activity takes place (collectively "Releasees"), from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the Releasees. I further agree that if a claim is made against any of the Releasees that arises out of or in any way relates to my participation or involvement in a USARS activity or event, I, AND THE PARENT OR GUARDIAN SIGNING ON BEHALF OF A MINOR, AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY'S FEES, LOSS, LIABILITY, DAMAGE, OR ANY COSTS INCURRED AS A RESULT OF ANY SUCH CLAIM.

5. I also grant to USA Roller Sports the nonexclusive right to use, license, assign, sell or otherwise use my name, image or performance for the purpose of social media, news release, printing, recording, televising, or Internet broadcasting of USA Roller Sports sanctioned events. I also understand that I may request items within the Media & Images Release section of this waiver to be withheld and that I must notify the USA Roller Sports Headquarters, in writing and with 10 days prior to a USA Roller Sports scheduled & sanctioned event's occurrence. This Media & Images release applies to all USA Roller Sports members, to include members under the legal adult age of 18, and that members under the age of 18, must have the permission/consent of their parent/legal guardian to initiate any withholding requests for use of their name, image or performance for the purpose of social media, news release, printing, recording, televising, or Internet broadcasting of USA Roller Sports sanctioned events.

I have read this agreement and fully understand its terms, 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 the law and agree that if any portion of this agreement is held to be invalid that the balance, not withstanding, shall continue in full force and effect. We acknowledge our responsibility to deliver this membership application to USARS Headquarters before my insurance benefits associated with this membership become effective.

Printed Name of Participant

Signature of Participant

Date

(For Minor Child) Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

CREDIT CARD INFORMATION

Card Number: _____ CCV#: _____ Expiration Date: _____ Billing Zip Code: _____

Name on Card: _____ Signature: _____

FIRST TIME MEMBERS MUST INCLUDE BIRTH VERIFICATION
USA ROLLER SPORTS
ACCIDENT INSURANCE INFORMATION

Effective Date

The effective date for the USA Roller Sports excess accident/medical expense benefit program is the time the athlete signs and dates this application and remits full payment to a USARS representative, initiating the individual into the master policy and confirming membership in USA Roller Sports. This application and full payment must be received at USA Roller Sports Headquarters, 4730 South Street, Lincoln, NE 68506, within 10 days of the date on the application in order for the insurance to remain valid. Giving payment to a coach or club president could compromise your insurance coverage if the preceding time line is not followed.

Who and What is Covered

Competitors/Coaches-Registered member skaters/coaches of USA Roller Sports are provided with excess (secondary) accident/medical expense benefits for injuries occurring **ON SKATES** limited to organized and supervised practice sessions held within USA Roller Sports chartered club facilities, or during USA Roller Sports sanctioned competitions and/or USA Roller Sports training sessions sanctioned by national headquarters specified to occur outside of club facilities. The event must be supervised by a club officer (or an official USA Roller Sports coach) or the USA Roller Sports designated leader of an USA Roller Sports sponsored event. The individual will be required to certify the validity of the claim being submitted. No coverage is extended to a skater injured while on skates, but who is not in training for USA Roller Sports competitions.

Non-Competitive Card Holders/USA Roller Sports Officials-Coverage is limited to accidents occurring both on or off skates while actually participating in a competition that is in progress.

What is Not Covered

Training off skates or training outside of chartered club facilities, unless specified by a USA Roller Sports sanction, or any injury occurring while on skates but while not training for USA Roller Sports competitions is **not** covered. Sickness is **not** covered. Pre-existing conditions are **not** covered and shall mean any condition for which treatment has been provided within (6) months prior to such injury. Re-injury **is** considered a pre-existing condition.

Excess Coverage-All benefits are payable on an EXCESS BASIS. This means that your primary policy must pay the charge on each bill (that are payable under that policy's contract) before this insurance will pay. Proof of these payments must be submitted to the claims payer.

Accident Medical Expense-If, as a result of an injury, an insured incurs covered expenses starting within 30 days of the date of the accident, up to the maximum amount will be paid for covered expenses incurred within 52 weeks of the initial injury. For current maximum amount contact the USA Roller Sports National Headquarters.

Deductible-A deductible is applied per accident and you are responsible for the deductible amount in Medical and/or Dental expenses before any benefits are payable. Please note that there are different deductible amounts that apply and you should refer to the actual policies for details.

Basis For Payment-“Usual and Customary” or “Reasonable and Customary” rates. Your doctor's billing clerk will understand these terms. You will be responsible for any amount that exceeds total payable benefit.

Accident Report & Claims Forms - An accident report (available online) **must** be filed with USA Roller Sports by the injured individual and signed by a club officer within 14 days of the date of injury. Claim forms will be emailed by USA Roller Sports to the injured party after receipt of a completed and signed accident report form and all insurance criteria are met. The club president must verify the rink circumstances and when the injury occurred. To initiate the claims process, contact USA Roller Sports 402.483.7551, within 14 days of the accident.

This is a brief overview of the USA Roller Sports Participant/Accident Policy. For complete policy terms and conditions please refer to the actual policy posted on the USA Roller Sports website (www.usarollersports.org).

OTHER INFORMATION

***World Team Endowment Gift:** *An additional payment equal to your membership amount represents a charitable contribution to USA Roller Sports for use in establishing an endowment fund to support athlete travel in international competition. In recognition of this gift, a special commemorative pin will be sent to the member.*

***National Museum of Roller Skating:** *Established in 1980, the National Museum of Roller Skating provides the public with an experience to reflect and understand the sport and recreation of roller skating and its history. To ensure the continuation of the museum and its service to the public, please consider joining the museum as a member. Visit the Museum website at www.rollerskatingmuseum.com.*

Mailing your renewal by certified mail will ensure traceable delivery as we cannot confirm by phone whether it has been received unless you have already been processed through our system.

After allowing sufficient time for processing, USA Roller Sports memberships may be verified on the USA Roller Sports website.

MAIL completed application and check to: USA Roller Sports, 4730 South Street, Lincoln, NE 68506

FAX completed application and credit card information to: 402.483.1465

EMAIL completed application and credit card information to: tbrendle@usarollersports.org

Questions? Call 402.483.7551