



ICE® Athletic Center, LLC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Name of Participant: _____
(Please Print)

In consideration of the services of ICE® Athletic Center, LLC, its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ICE®"), I hereby agree to release, discharge, and hold harmless ICE®, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of ICE® pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, BUT NOT ALL, of those risks:

Various sport programs and events including but not limited to Cheerleading and gymnastics, including performances of stunts and use of trampolines, rock wall climbing, basketball, volleyball, martial arts, football, baseball, soccer, and physical conditioning exercise including use of any equipment, entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Sporting programs and events expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break bones such as a wrist or ankle, and can suffer more serious injuries. Traveling to and from shows, meets, and exhibitions raises the possibilities of any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required which you must pay for yourself.
- I acknowledge being informed of the possible strenuous nature of exercise and the potential for unusual, but possible physiological results including, but not limited to, abnormal blood pressure, fainting, heart attack, injury or death. I assume all risk for my health and well being.
- I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with ICE®-related activities, including but not limited to performance of stunts and use of trampolines, rock wall climbing, basketball, volleyball, martial arts, football, baseball soccer, or any other physical conditioning exercise including use of any equipment. My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify ICE® from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in ICE® -related activities.
- Should ICE® be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
- I certify that my child has health, accident and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.
- In the event that I file lawsuit against ICE®, I agree to do so solely in the State of Indiana and I further agree that the substantive and procedural laws in the state shall apply in such action without regard to the conflict of law as rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.
- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against ICE® on the basis of any claim form which I have released ICE® by signing this agreement.

PHOTOGRAPHY RELEASE

I hereby grant to ICE® Athletic Center, LLC the irrevocable and unrestricted right to use and publish photographs of me (or my child), or in which I may be included, for ICE® publications, electronic reproductions (web sites) and/or promotional materials or any other purpose and in any manner or medium. In addition, I grant my permission to alter the same without restriction; and to copyright the same. I hereby release the photographer and ICE® Athletic Center, LLC from all claims and liability relating to said photographs.

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (for participants under the age of 18):

In consideration of _____ (print minor's name) ("Minor") being permitted by ICE® to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold ICE® from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Participant or Legal Guardian:
(If participant is under 18 years old) _____

Print Name: _____

Telephone # of Legal Guardian: _____ **Date:** _____



1526 Deer Run Drive
Mishawaka, IN 46545
(574) 258-0204

MEMBERSHIP INFORMATION FORM

Parent Information

Mother's Name

Last: _____

First: _____

Address: _____

City: _____

State: _____ ZIP: _____

Work Phone: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Dad's Name

Last: _____

First: _____

Address: _____

City: _____

State: _____ ZIP: _____

Work Phone: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Student Information

First Name: _____

D.O.B: _____

School: _____

Last Name: _____

Trial Period: _____

Are you on a school squad? _____

Insurance Information

Insurance Carrier: _____

Carrier's Phone: _____

Policy #: _____

Group #: _____

Please list any medical information, allergies, injuries, etc:

Please fill this form out completely. Attach a copy of your child's Birth Certificate.