



For club use only		
waivers	Mem	Date

# MEMBERSHIP APPLICATION

July 1, 2017 to June 30, 2018 Season

Name:

Address:

City:  Zip:

Cell #:  Home #:

E-Mail:  DOB:

Emergency Contact Name:

Number:  Relation to Member:

*Please choose a membership level and enter the total below.*

- \$65 Adult Membership (HH head of household with USA Curling magazine)
- \$65 Adult Membership (AHM add'l household member, no USA Curling magazine)
- \$65 Senior Adult Membership (SM 50 years and older, with USA Curling magazine)
- \$30 Social and Reciprocal Club Adult Membership (ONC no USA Curling magazine)
- \$45 Junior Membership (Y 14yrs – 18yrs)
- \$10 Name Badge – NAME TO APPEAR ON BADGE

\$TOTAL:

All members **must** sign both the Rinks' and Orange County Curling Club's liability waivers (attached)

- I have enclosed cash
- I have made a check out to "Orange County Curling Club"
- I have made my payment on-line at [ocurling.com](http://ocurling.com)

If submitting by mail, please complete and send this form, the two waivers, and your payment to:  
Attn: OC Curling Club Treasurer, c/o Westminster Ice, 13071 Springdale St, Westminster, CA 92683

## MEMBERSHIP DETAILS

### 2017 - 2018 MEMBERSHIP January 1 – June 30

- Eligible to participate in OC Curling Club Events
- Entitled to Discounted OCCC Sub Fees
- Access to the OCCC Members Website
- Membership to the United States Curling Association (USCA)
- Membership to the Mountain Pacific Curling Association (MoPac)
- Eligible to participate in USCA and MoPac Events and Play-downs
- Subscription to the Curling News (unless otherwise indicated)

Member name:

How did you hear about Orange County Curling Club?

To better know our members, please fill in this brief interest survey (indicate all that apply):

I'm interested in a competitive curling league

 Yes No

I'm interested in social curling only

 Yes No

I just want to support the club, but not curl

 Yes No

I'd like to serve on a committee

 Yes No

If Yes, please indicate your committee(s) of choice:

Membership

League Operations

Learn to Curl

Skills

External Publicity

Social Media

Website

Events

Dedicated Ice

I'd like to volunteer for single events as needed

 Yes No

I have additional expertise or interests (e.g., fundraising, legal, accounting, etc.) that might benefit the club, as follows (please describe):

I would like to make an additional donation to the Orange County Curling Club (§501(c)(3) organization). A separate check is enclosed for \$ .



# Orange County Curling Club

## Adult Participant Release Form

The undersigned hereby makes the following representations: (i) that the undersigned understands that the sport of curling is played on ice and requires physical fitness; (ii) that the undersigned possesses such physical fitness; and (iii) that the undersigned understands that the risks of participating in any curling activity could involve serious injury or death.

In consideration of being allowed access to the Ice House (as defined below) as a participant in any curling activity in the Ice House, I, the undersigned, for myself and my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, and attorneys do hereby remise, release, acquit, and forever discharge (i) Orange County Curling Club or OC Curling Club, a California Corporation (the "Club"); (ii) the United States Curling Association, Inc. ("USCA"); (iii) the Mountain Pacific Curling Association, ("MoPac"); (iv) the respective successors and assigns or each of the Club, USCA, and MoPac and (v) the respective employees, officers, and directors, but only while acting in their capacity as such, of each of the Club, USCA, and MoPac (collectively, the "Releasee(s)") from any and all actions, causes of action, claims, demands, and liabilities, both in law and equity for damages and any court costs and legal expenses and fees associated therewith in respect of physical, mental, and bodily injury occurring to me while participating in any curling activity in the Ice House prior to the Expiration Date (as defined below); provided, however, that in the event such injury was caused, in whole or in part, by the willful, intentional, reckless, or grossly negligent action or failure to take action of any Releasee, such Releasee shall not be so remised, released, acquitted, or discharged hereby; and provided, further, that nothing herein shall be deemed to limit or exclude any action, cause of action, claim, demand, liability, payment, reimbursement, other benefit, or any court costs or legal expenses and fees that I or my estate, successors, heirs, beneficiaries, administrators, trustees, representatives, or attorneys might have or seek against (a) the Club's "Participant Medical Accident" insurance coverage, (b) any other participant participating in any curling activity in the Ice House, or (c) against any other person or entity other than a Releasee.

The Ice House shall mean the single room containing one arena sheet of ice with five curling lanes, in which the sport of curling is played in the building located at 13071 Springdale St., Westminster, CA owned and operated by TheRinks, Westminster ICE. The Expiration Date shall mean the date which is one (1) calendar year after the date this Release is executed below.

I certify that I am at least eighteen (18) years of age and have the legal capacity to execute this Participant Release on my own behalf.

I hereby revoke any and all releases of liability, waivers, and indemnifications previously executed by me in favor of any of the Releasees.

**BEFORE SIGNING BELOW, I WAS GIVEN THE OPPORTUNITY TO READ THIS PARTICIPANT RELEASE AND TO CONSULT WITH AN ATTORNEY AS TO ITS SIGNIFICANCE. BY SIGNING BELOW, I UNDERSTAND THAT I AM WAIVING SIGNIFICANT RIGHTS. I UNDERSTAND THE MEANING OF THIS PARTICIPANT RELEASE AND THE RIGHTS I AM WAIVING. NOTWITHSTANDING THE FOREGOING, I HAVE CHOSEN, OF MY OWN FREE WILL, TO EXECUTE THIS PARTICIPANT RELEASE.**

Signature \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

Print Name \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

**THE RINKS (ICE) CONSENT, INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT (ADULT)**

FOR AND IN CONSIDERATION of my (the undersigned) participation in activities at and the use of any of the premises and facilities commonly known as The Rinks - Anaheim ICE, The Rinks - Westminster ICE, The Rinks - Lakewood ICE and/or The Rinks - Yorba Linda ICE (collectively, "The Rinks"), including transportation to and from, and any equipment supplied to me in connection therewith (collectively, "Participation"), to the fullest extent permitted by applicable laws, I agree as follows:

1. I acknowledge and I am aware of the hazards, dangers and risks (inherent or otherwise) in connection with the Participation and being a spectator, including, without limitation, property damage, property loss, property theft, economic loss, accident, minor injury or serious injury (known or unknown), which may include permanent disability or paralysis, or death to me, to other participants, to spectators or other third parties. I further acknowledge that there are natural factors and occurrences which may impact or affect the safety of the Participation. I warrant that I am in good health and have no physical conditions that would prevent me from being involved in or acting in connection with the Participation. **I assume full responsibility for, and all risk of, any accident, bodily injury, death, property loss, property theft or property damage that may result for any reason, including by acts of negligence, in connection with the Participation and being a spectator, whether caused by The Rinks, Ice Management, LLC and/or its parent, related, affiliate, successor and/or subsidiary companies (and/or their respective owners, officers, directors, members, employees, agents, landlords and/or sublandlords) (collectively, the "Releasees"), me, another participant, any third persons or otherwise.**

2. I agree that prior to participating in any activity at The Rinks I will inspect the premises and surrounding area and all equipment to be used. If through my inspection I determine that anything related to the Participation is unsafe, I will immediately advise an official of The Rinks of the unsafe condition and will not participate until the condition is corrected.

3. If I become injured or ill as a result of the Participation, I authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, emergency medical technician, dentist or hospital ("Treatment"), although I acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may provide such Treatment. I understand that I will be financially responsible for the cost of any such care, treatment or medication and that the Releasees will have no obligation to pay any such costs of any Treatment and agree to reimburse the Releasees for any such costs incurred.

4. **I RELEASE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES of and from any and all claims, causes of action, suits, demands, damages, losses, liabilities, costs, expenses and any actions of any kind whatsoever (collectively, "Claims"),** known or unknown, existing now or in the future, that I, my heirs, executors, administrators, next of kin, assigns or any third party may now or hereafter have against the Releasees, arising in any way as a result of or in connection with the Participation and any Treatment, including, without limitation, any property damage, property loss, property theft, bodily injuries, disability, death or other damage suffered by me, my heirs, executors, administrators, next of kin and assigns or any other party and regardless of any fault or passive or active negligence on the part of the Releasees, myself or any third party.

5. I grant to the Releasees a non-exclusive license to use my likeness, image, photograph and/or name for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising of The Rinks, the Anaheim Ducks and/or the San Diego Gulls in any media known and unknown or hereinafter developed without geographic or time restrictions.

6. This Agreement constitutes my entire understanding regarding the subject matter of this Agreement and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. No oral representations, statements or inducements apart from this Agreement as written have been made to me. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, such invalidity will not affect any other provision that can be given full effect without the invalid provision. The laws of the State of California shall apply to and govern this Agreement, without regard to conflicts of laws principles, and I consent to the jurisdiction and venue of the federal, state and local courts located in Orange County, California.

7. I have carefully read this Agreement, and I know and understand what it means, including that it is a complete waiver and release of liability and promise to indemnify and not to sue or make a claim. My signature below is my own free and voluntary act and I intend this Agreement to be legally binding on me. I certify that I am at least 18 years old.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_

Print Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_