

WAIVER AND RELEASE OF LIABILITY
WITH RESPECT TO TRANSPORTATION
AND ACTIVITIES NOT SPONSORED,
PROVIDED, OR SUPERVISED BY
INDIANA/WORLD SKATING ACADEMY, INC.
OR AFFILIATED PARTIES

Understandings

While associated with and participating in activities and programs sponsored by Indiana/World Skating Academy, Inc. ("IWSA"), certain skaters (the "Skaters") use transportation services, or attend or participate in programs and activities, that are not sponsored, provided or supervised by IWSA or person(s) affiliated in an official, employment, or voluntary capacity with IWSA and providing housing to Skaters (the "IWSA Affiliate"). More specifically, although IWSA and the IWSA Affiliate provide Skaters with transportation to certain IWSA sponsored or related activities and programs, Skaters occasionally use their own transportation or transportation provided by a friend, another individual, or some other organization. Similarly, while residing in IWSA approved housing, a Skater may attend or participate in events, clubs, trips, parties, or other activities that are not IWSA sponsored or supervised. Acknowledging the above, this waiver and release is entered into and executed to waive potential claims and to release from liability IWSA and the IWSA Affiliate when a Skater uses transportation, or attends or participates in programs or activities, that are not sponsored, provided or supervised by IWSA or the IWSA Affiliate.

Agreement

In exchange for being allowed to participate in activities and programs sponsored by or associated with IWSA, I and, if I am not yet 18 years old, my parent or legal guardian agree to be bound by each of the following:

1. Identification of risks: I understand that making my own transportation arrangements and using transportation services that are not sponsored or provided by IWSA or the IWSA Affiliate may involve risk of injury, disability, damage to property, and perhaps death. I also understand that participating in programs and activities that are not sponsored or supervised by IWSA or the IWSA Affiliate may involve risk of injury, disability, damage to property, and perhaps death.
2. Assumption of Risks: I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with:
 - (i) my use of transportation; or
 - (ii) my participation in activities and programsthat are not sponsored, provided or supervised by IWSA or the IWSA Affiliate.
3. Release and Waiver. I release and discharge IWSA and the IWSA Affiliate, and, if applicable, each of their affiliated organizations, directors, officers, sponsors, employees, agents, volunteers, successors, and assigns from and waive all claims for any liability, injury, loss, or damage, including attorneys' fees, in any way connected with (I) my use of either my own vehicle or transportation services provided to me by organizations or persons other than IWSA or the IWSA Affiliate or (ii) my participation in programs or activities sponsored or supervised by organizations or persons other than IWSA and the IWSA Affiliate; whether or not caused in whole or in part by the negligence or other misconduct of IWSA or the IWSA Affiliate.

4. Binding Effect. I intend for this waiver and release also to apply to any relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns who might pursue any legal action or claim for such liability, injury, loss or damage, and shall inure to the benefit of IWSA or the IWSA Affiliate and their respective successors and assigns.

5. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

6. Applicable Law. Because IWSA is located in the State of Indiana and its activities and programs occur or are based in that state, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. All actions with respect to IWSA or the IWSA Affiliate shall be brought in or venued to a court of competent jurisdiction sitting in the State of Indiana, and I hereby consent to the personal jurisdiction of the courts in that state.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY.

Date: _____

Signature of Skater

Printed Name of Skater

If the Skater is not yet 18 years old, the signature of a parent or legal guardian is required.

In exchange for my child or ward being allowed to participate in activities and programs sponsored by or associated with IWSA, and as parent or legal guardian of the above-named Skater, I permit the above-named Skater to make use of transportation and to participate in activities not sponsored, provided, or supervised by IWSA or the IWSA Affiliate and verify that I fully understand, agree to, and accept all provisions of this Waiver and Release of Liability.

Date: _____

Signature

Printed Name of Parent or Legal Guardian