

UNITED STATES OLYMPIC TRAINING CENTER WAIVER AND RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED UNALTERED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY FUNCTION (I.E., TRAVEL, TRAINING, COMPETITION, PROCESSING, MEETING OR TESTING SESSIONS) AT OLYMPIC TRAINING CENTERS AND the United States Olympic Education Center (USOEC) at Northern Michigan University. <u>BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS</u> HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

IN CONSIDERATION of my involvement in the sport and activities under the auspices of U.S. Speedskating, this sponsoring organization at this United States Olympic Training Center and the USOEC at Northern Michigan University, I acknowledge, appreciate and agree that:

- 1. RISK IS INHERENT IN PARTICIPATION IN MY SPORT, and in related training and discipline, including risks from the use of equipment and facilities, the risk of injury does exist, as well as the risk of damage to or loss of property; THESE RISKS INCLUDE EXTENSIVE AND SEVERE BODILY INJURY, PARALYSIS, DISMEMBERMENT, DISABILITY, DEATH, HARASSMENT, AND EXPOSURE TO INAPPROPRIATE CONDUCT.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS; both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS;
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or 3. unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official immediately.
- I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, and NEXT OF KIN, 4. HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE THE INTERNATIONAL OLYMPIC COMMITTEE, THE UNITED STATES OLYMPIC COMMITTEE, AND/OR MY NATIONAL GOVERNING BODY, NORTHERN MICHIGAN UNIVERSITY, OR OTHER SPONSORING ORGANIZATION, THEIR OFFICERS, COACHES, VOLUNTEERS, STAFF, SPONSORS, AND/OR AGENTS, ("RELEASEES") WITH RESPECT TO ANY AND ALL INJURY AND/OR LOSS ARISING FROM MY PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT.
- 5. This Waiver and Release of Liability shall remain valid for the entire calendar year in which it is executed (expiring on December 31 of that year) or until it is expressly revoked by written notice from me to the USOC, whichever occurs first; provided however, that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to receipt of said written notice by the USOC or prior to termination of my participation.

I have read this Release of Liability and Waiver 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.

Participant's Signature_____

Participant's Name (Printed)

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I/we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assigns and next of kin to release and indemnify the Releasees from any and all Liability incident to my/our minor child's involvement as stated above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Legal Guardian Signature _____ Date_____

Parent/Guardian Name (Please print)

Date

PARTICIPANT CONSENT TRANSPORTATION AND MEDICAL RELEASE

I hereby give consent for the USOC and the USOEC at Northern Michigan University to provide me with medical. psychological or psychiatric care and treatment, emergency medical services, transportation, housing, and meals associated with participation in programs conducted at this United States Olympic Training Center (USOTC) and the USOEC at Northern Michigan University under the auspices of the U.S. Speedskating. I authorize the USOC medical staff, under the supervision and protocol of the USOC physicians, to act as my agent to receive, procure, store, and issue any medications, which are prescribed for me. I understand that the medicines will be provided in non-child-safety resistant blister packs and will keep them out of the reach of children. In the event that emergency medical services are required, I hereby authorize the USOC to act to resolve such emergency without first obtaining my prior consent or the consent of my next of kin, parent, guardian, or any other individual.

If the program in which I am participating includes psychiatric, psychological, physiological and/or biomechanical evaluations, I consent to those evaluations, which pose no unusual risks or hazards when customary safeguards are observed.

I further authorize the exchange of medical information, including information regarding physiological and/or biomechanical evaluations, and psychological or psychiatric records, between the USOC medical staff members for the management of my care and treatment and the release of any such medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating in the program conducted at this United States Olympic Training Center (USOTC) and the USOEC at Northern Michigan University under the auspices of and U.S. Speedskating.

I swear that I am in good physical condition and am able to fully participate in this program. I am not aware of any disease or injury that would result in my being injured during my participation in the sponsoring organization's programs at this USOTC and the USOEC at Northern Michigan University.

This Release shall remain valid for the entire calendar year in which it is executed (expiring on December 31 of that year) or until it is expressly revoked by written notice from me to the USOC, whichever occurs first; provided however, that any such revocation shall not in any manner affect the release given hereunder for any acts or occurrences prior to receipt of said written notice by the USOC or prior to the termination of my participation.

DRUG USE AND BLOOD DOPING

By registering at this USOTC and the USOEC at Northern Michigan University and in exchange for the privilege of participating in programs, I am consenting to be subject to drug testing (if selected) and the penalties applicable if found positive for a banned substance or employment of a banned method. I am aware that failure to comply with such testing will be cause for the same penalties as for those who test positive for a prohibited substance or method.

I know that if I have any questions about medications and banned substances or practices I may contact the U.S. Anti-doping Agency ("USADA") Drug Reference Line (1-800-233-0393) before, during or after my USOTC and the USOEC ant Northern Michigan University stay. I understand, however, that the USADA Drug Reference Line is only advisory and that I have the absolute obligation and sole responsibility to avoid the use of any product which may contain a banned substance. The USADA Drug Reference Line cannot be reached from abroad.

X Participant Signature

Date Signed:

FOR ATHLETES OF MINORITY AGE (UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as the parent/guardian of this participant, have explained to my son/daughter the aforementioned stipulated conditions and their ramifications, and I consent to his/her participation in the programs conducted under the auspices of U.S. Speedskating at this USOTC and the USOEC at Northern Michigan University, and consent to the provision of medical, psychological or psychiatric care and treatment, emergency medical services, transportation, housing and meals associated with participation in programs conducted at this United States Olympic Training Center and the USOEC at Northern Michigan University. In the event that emergency medical services are required, I hereby authorize the USOC and the USOEC at Northern Michigan University to act to resolve such emergency without first obtaining my prior consent or the consent of the participant's next of kin or any other individual. I have instructed my son/daughter to abide by the Participant Conduct.

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Date Signed:

Parent/Guardian Signature_____ Parent/Guardian Name (Please Print)

Relationship:

PARTICIPANT CONDUCT

I consent to abide by the below described rules of conduct for guests of this USOTC and the USOEC at Northern Michigan University and understand that violations may result in full or partial forfeitures of my guest privileges, or in other disciplinary proceedings:

- 1. The transportation, possession or unauthorized use of alcoholic beverages, illegal drugs, or IOC-banned substances on the premises prohibited.
- 2. Use of an ID card by an unauthorized person(s) is prohibited.
- 3. Overnight visitors are prohibited in the dormitory. Please check with the appropriate OTC for visiting hours as hours vary among the sites.
- 4. Quiet hours commence at 10:00 pm daily.
- 5. Any physical damage to a facility or loss of items in a dormitory room (i.e. blankets, lamps, etc.) will be paid for by those individuals assigned to the room in which the damage or loss occurs.
- 6. Firearms, ammunition, and all other sports equipment are prohibited in all areas of the dormitories.
- 7. Unauthorized room changes are prohibited.
- Pets are prohibited in the dormitories.
 Unacceptable behavior will not be tole
 - Unacceptable behavior will not be tolerated, including but not limited to, the following:

a. Any act considered to be offensive under federal, state, or local laws, or a violation of USOC and the USOEC at Northern Michigan University policies and procedures.

- b. Gross misconduct (i.e inappropriate horseplay, theft, fighting, etc.).
- c. Willful destruction of property (i.e. including that caused by inappropriate horseplay, fighting, etc.).
- 10. The willful disabling of any smoke detector or tampering or interfering in any way with any fire alarm system to include causing a <u>false</u> fire alarm (by pulling the fire alarm handle) will result in disciplinary action against the perpetrator(s) which may include immediate dismissal from the Olympic Training Center and the USOEC at Northern Michigan.

X Participant Signature Date Signed:_____

<u>FOR ATHLETES OF MINORITY AGE</u> (UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as the parent/guardian of this participant, have explained to my son/daughter the aforementioned stipulated conditions and their ramifications, and I consent to his/her participation in the programs conducted under the auspices of <u>U.S. Speedskating</u> at this USOTC and USOEC at Northern Michigan University.

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Parent/Guardian Signature

Parent/Guardian Name (Please Print)

3/17/03 (share\waivermaindocument)

Date Signed:

Relationship:_____