

**Coaches Agreement for Use of Harness,
Certificate of Liability Insurance and
Waiver of Liability**

AGREEMENT

NOTE: THIS AGREEMENT IS A BINDING CONTRACT AND CONTAINS A WAIVER OF LIABILITY. DO NOT SIGN THIS AGREEMENT WITHOUT READING IT IN FULL. YOU SHOULD CONSULT YOUR LAWYER ABOUT ANY PART OF IT THAT YOU DO NOT UNDERSTAND BEFORE SIGNING THE AGREEMENT.

In consideration of permission to use the on ice jump training harness, I _____ (name) agree to the terms and conditions set out herein. I understand that approval is based upon my agreement to the terms set out and is further based upon the representations and certifications I have made. I promise to promptly inform the Bremerton Figure Skating Club (BFSC) in writing of any changes in my status as a member of BFSC, a member of United States Figure Skating (USFS), a member of the Professional Skaters Association (PSA) or of any cancellation, reduction or failure to renew any insurance coverage. I further agree to abide by the rules and regulations of BFSC and the Bremerton Ice Center (BIC) as they relate the use of the harness. I understand that BFSC or Bremerton Ice Center may restrict the use of the harness, or terminate my right to use the harness for any reason at any time.

REPRESENTATIONS AND CERTIFICATIONS

1. I certify that I am a member in good standing of the Bremerton Figure Skating Club ____ initial
2. I certify that I am a member in good standing of US Figure Skating. My membership number is _____. ____ initial
3. I certify that I am a member in good standing of PSA. My membership number is _____. ____ initial
4. I represent that I have examined the harness and its installation. I understand the installation, the proper use of the harness, the method of securing a person in the harness and the strength needed to protect the person in the harness from injury. I will explain the use of the harness to each student/skater before each use. I will check to see that the harness is in proper operating condition before each use. I will not use the harness unless all of the conditions in this paragraph have been met and I am personally responsible for meeting them. ____ initial

5. I certify that I have liability insurance that covers me in my profession as a skating instructor and that is applicable to the use of the harness as an instructional tool. I understand that my liability coverage is primary for any occurrence/accident in connection with my use of the harness. I certify that I have medical coverage to cover me for any injury that I suffer in connection with the use of the harness. My insurance is as follows:

A. Liability Coverage:

Carrier: _____
Policy No. _____
Coverage _____

B. Medical Coverage:

Carrier: _____
Policy No. _____
Group _____

6. I hereby certify that I am a professional skating instructor and that in that capacity I am not an employee, agent or representative of BFSC. I am responsible for my own industrial accident insurance and unemployment compensation insurance or I have those paid for by an employer other than BFSC. ____ initial

TERMS OF USE

7. This Agreement must be executed prior to use of the harness. One signed copy will be provided to BFSC and one signed copy shall be provided to the Bremerton Ice Center.

8. Observe all posted and published rules.

9. Do not exceed the weight limit recommended by the manufacturer.

10. The harness may be used only by instructors who are full or associate members of BFSC for the instruction of students who are full or associate members of BFSC and who sign a waiver. Use the waiver form provided by BFSC.

This document is the full agreement of the parties. Should any part of the agreement not be according to law that part shall be severed and the remainder enforced according to its terms as the court shall consider just. Should it necessary for BFSC or BIC to bring an action to enforce this Agreement or to employ its terms to defend an action or proceeding, the prevailing party shall be

entitled to its entire cost of defense or prosecution as set out in the hold harmless provision below.

WAIVER AND RELEASE

READ THIS CAREFULLY! YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO SUE BFSC AND BREMERTON ICE CENTER FOR ANY INJURY, DAMAGE OR LIABILITY INCURRED IN CONNECTION WITH THE USE OF THE HARNESS. IF YOU DO NOT UNDERSTAND THIS YOU SHOULD NOT SIGN THIS AGREEMENT AND YOU SHOULD HAVE A LAWYER THAT YOU HIRE EXPLAIN WHAT THE AGREEMENT MEANS TO YOU. _____ initial

WAIVER

In return for being permitted the use of the jump harness for student instruction I, _____ (name) do hereby knowingly WAIVE any and all claims against BFSC or its officers, agents, employees or volunteers; and, BIC or its officers, agents, employees or volunteers, that I may have that arise in connection with my use of the harness including but not limited to claims for personal injury, death, disability, property damage or any other cause. This waiver includes without limitation any claim by any person or entity claiming through me whether such person be a family member, domestic partner, employer, student, insurer or government agency. This waiver includes without limitation claims contribution or indemnity. _____ initial

RELEASE

In return for being permitted the use of the jump harness for student instruction I, _____ (name) do hereby prospectively RELEASE any and all claims, whether foreseeable or unforeseeable against BFSC or its officers, agents, employees or volunteers; and BIC or its officers, agents, employees or volunteers, that I may have that arise in connection with my use of the harness including but not limited to claims for personal injury, death, disability, property damage or any other cause. This release includes without limitation any claim by any person or entity claiming through me whether such person be a family member, domestic partner, employer, student, insurer or government agency. This release includes without limitation claims contribution or indemnity. _____ initial

HOLD HARMLESS AGREEMENT

Further, in return for being permitted the use of the jump harness for student instruction I, _____ (name) promise to hold BFSC or its officers, agents, employees or volunteers; and, BIC or its officers, agents, employees or volunteers, harmless from any claim that I may have that arise in connection with my use of the harness including but not limited to claims for

personal injury, death, disability, property damage or any other cause. This agreement includes without limitation any claim by any person or entity claiming through me whether such person be a family member, domestic partner, employer, student, insurer or government agency. This agreement includes without limitation claims contribution or indemnity and first party claims by any person using the harness under my supervision. This agreement places upon me the responsibility to pay any judgment, award or settlement against BFSC or its officers, agents, employees or volunteers; and, BIC or its officers, agents, employees or volunteers, and all costs of defense of any claim or participation in any investigation including but not limited to filing fees, appearance fees, court costs, recorder's fees, copying costs, attorney fees, lost wages, witness fees, travel expenses and any other costs reasonably incurred in defense. _____ initial

Signed this _____ day of _____, _____

Approved:

Bremerton Figure Skating Club

*Guest coaches at BIC wishing to use the jump harness, must also sign this waiver and receive approval from the Bremerton Figure Skating Club. The guest coach must be a full or associate member of Bremerton Figure Skating Club or be under the direction of a coach who is a Bremerton Figure Skating Club member.

Guest Coach Name _____

Approved:

Bremerton Figure Skating Club