

VOLUNTARY RELEASE ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS AND IDEMNITY AGREEMENT

This document affects your legal rights. You must read and understand it before initialing and signing it.

Name: _____ If Under 18, Name of Guardian _____

Address: _____ Phone:(_____) _____ Date: _____

City, State: _____ Zip: _____ Emergency Phone:(_____) _____

I, the above named person being eighteen or older in age, or the legal guardian of the above named person who is under 18, in consideration of the services provided by Freestyle Skate Park its agents and employees, its officers, directors, and shareholders, the rate charged for those services, and the right to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with Freestyle Skate Park, its agents and employees, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS

I UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against Freestyle Skate Park, its agents or employees, or claims against me by spectators or other third parties. These risks include but are in no way are limited to the following: (1) the risks which are inherent in the activities of skateboarding, inline skating, or riding bikes including, but not limited to falling, coming in contact with ramps, walls, other equipment or persons; (2) the acts or omissions, negligence in any degree of Freestyle Skate Park, and other persons or entities; (3) latent or apparent defects or conditions in equipment or property supplied by Freestyle Skate Park, or other persons or entities; (4) The condition of any track or ramp and accidents connected with their use; (5) my own physical condition or my own acts or omissions; (6) first aid, emergency treatment or other services rendered by Freestyle Skate Park, or others; (7) consumption of any food or drink, whether or not provided by Freestyle Skate Park, or others, and untreated water from the environment. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself or to my property or to spectators or other third parties.

ACCEPTANCE OF RISK AND RESPONSIBILITY

I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate in spite of the risks.

RELEASE

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Freestyle Skate Park, and all other persons or entities affiliated therewith, 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 participation in this activity, including, but not specifically limited to any and all negligence, fault, or strict liability of Freestyle Skate Park, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Freestyle Skate Park, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, assert or otherwise maintain any claim against Freestyle Skate Park, its agents or employees, and all other persons or entities, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST FREESTYLE SKATE PARK, ITS AGENTS, OR EMPLOYEES EVEN IF FREESTYLE SKATE PARK, ITS AGENTS OR EMPLOYEES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Freestyle Skate Park, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of Freestyle Skate Park, its agents or employees, and all other persons or entities. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS

I UNDERSTAND AND ACKNOWLEDGE that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage or disablment I may incur while participating in this activity, and to cover bodily injury or property damage caused to a third party as a result of my participation in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition, disease or disablment, which would or could potentially affect participation in this activity.

RULES AND REGULATIONS

* All safety equipment should be worn at all times. Inline skaters should wear helmet, kneepads, and wrist guards. Skateboarders should wear helmet and knee pads. HELMETS ARE REQUIRED for all persons under age 18 and BIKES-NO EXCEPTIONS.

- * No Drugs or Alcohol
- * No smoking
- * No reckless behavior - SKATE SMART!
- * No food or drinks beyond the red line
- * No profanity
- * No fighting
- * Positively NO REFUNDS!
- * No graffiti
- * No outside food or beverages
- * Not responsible for lost or stolen items
- * No food or drinks in the pro shop
- * No skateboarding or inline skating in the parking lot
- * Take turns, respect your fellow skater, and be nice!

ENTIRE AGREEMENT

I understand that this is the entire agreement between the undersigned and Freestyle Skate Park, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Freestyle Skate Park or any employee or agent of Freestyle Skate Park, or by the undersigned. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER 18) _____

****WAIVER NEEDS TO BE NOTORIZED OR HAVE A COPY OF THE PARENTS DRIVERS LICENSE TO BE VALID!!!!****