

CREAM CITY SKATEPARK WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

WAIVER: In consideration of being permitted to participate in any way at CREAM CITY SKATEPARK indicated below and/or being permitted to enter for any purpose any restricted area (herein defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below skateboarding/rollerblading activity or event, he/she should inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that there are risks and dangers associated with participation in skateboarding/inline skating events and activities which could result in bodily injury, partial and/or total disability, paralysis, and death. The social and economic losses and/or damages, which could result from these risks and dangers described, could be severe. These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below. Further, there may be other risks not known to us or that are not reasonably foreseeable at this time.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Cream City Skatepark facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the recreation of skateboarding/inline skating, premises and event inspectors, underwriters, consultants and others who give recommendations, officers, agents, employees, all for the purposes herein referred to as "**Releasee**"... FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I/We hereby acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.
6. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money that they have paid to the participant, or on his/her behalf, and hold them harmless.

PHOTO RELEASE: I hereby grant Cream City Skatepark permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Cream City Skatepark and will not be returned. I hereby irrevocably authorize Cream City Skatepark to edit, alter, copy, exhibit, publish and/or distribute this photo for purposes of identification for entry into the skatepark, in advertisements, or for any other lawful purpose. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless, release, and forever discharge the Cream City Skatepark from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zipcode: _____

Birthdate (mm/dd/yyyy): _____

Best Number To Reach Participant: () _____

Emergency Contact Person ~

Name: _____

Best Number To Reach You: () _____

Relationship to Participant: _____

Participant E-mail Address: _____ Participant School Name: _____

How did you hear about the park? _____

SKATEBOARD or INLINE (circle one)

Participant Signature (parent/guardian signature **if minor**): _____

Received by (employee signature): _____

Date: _____