

DROP IN SKATEPARK

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

NAME _____ DATE OF BIRTH _____ TODAY'S DATE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE NUMBER _____ CELL NUMBER _____ Email Adress _____

In consideration of the services of **Drop In Skatepark, Inc.**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**DIS**"), I hereby agree to release, indemnify, and discharge DIS on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that inline skating and/or skateboarding and/or biking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include among other things: Collision with other participants, the walls, other fixed or moveable objects; falling down; my own equipment failure or the failure of other's equipment; my own or other's negligence; and objects or conditions on the surface that may cause me to fall; broken bones, sprains head and back injuries, abrasions, and bruises.

Furthermore, DIS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DIS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of DIS's equipment or facilities, **including any such Claims which allege negligent acts or omissions of DIS.**

4. Should DIS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against DIS, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DIS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant Signature _____ DIS Employee _____

PARENT'S OR GUARDIAN'S ADDITION INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by DIS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DIS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____ Print Name: _____ Date: _____

NOTE: PARENT OR GUARDIAN SIGNATURE MUST BE NOTARIZED IF NOT DONE IN THE PRESENCE OF A DIS OWNER, OFFICER, OR EMPLOYEE.

How did you here about Drop In Skate Park? (Please Check One) _____ Commercial _____ Flyer _____ Other