

FILL OUT FORM COMPLETELY - UNDER 18? - PARENT/LEGAL GUARDIAN MUST SIGN IN FRONT OF AN EMPLOYEE OR WAIVER MUST BE NOTARIZED - NO EXCEPTIONS

MODERN SKATE PARK, LLC
ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT
PLEASE READ CAREFULLY - PRINT CLEARLY THE FOLLOWING INFORMATION

THIS IS A LEGAL DOCUMENT. By signing it, you are limiting your ability to recover from Modern Skate Park any damages you sustain while at the Skate Park. If you have any questions about the legal consequences of this document, please obtain advice from your lawyer prior to signing. This document must be signed before you participate in any activity at the skate park. You agree not to sue Modern Skate Park or any of its affiliates for any claims you may have.

Skater Last Name	First	Middle	Date of Birth	
Address		City	State	Zip
Home Phone	Skater Driver's License		Work Phone	
(If under 18) Parent/Legal Guardian	Parent Driver's License		Parent Contact Number	

This agreement is entered into between Modern Skate Park, LLC (MSP) and the undersigned participant with respect to participation at the skate park facilities operated by MSP. In consideration of the use of the Skate Park and facilities operated by MSP, participant agrees as follows:

1. Participant **forever waives any cause of action** against MSP and its affiliates, owners, agents, employees, and any other person or company in any way associated with it for any damages which might arise from any failure of equipment that is used in this activity.
2. In the event a third party (or parties) is injured in any occurrence in which the undersigned participates, the **undersigned shall forever indemnify, defend and hold harmless MSP, its affiliates, its owners, agents, and employees, from ALL costs and expenses which arise from claims by such injured parties.**
3. Participant **authorizes any medical treatment deemed necessary** in the event of any injury while participating in skate park activities. **It is the responsibility of participant to carry full and complete insurance coverage for personal bodily injury and personal property damage to participant and any other individuals who may be injured resulting from skate park activities (or, in its absence, agree to pay all costs of rescue and/or medical services that may be incurred on behalf of the participant).**
4. **Participant understands and accepts** that skateboarding, in-line skating and biking, in their various forms, are hazardous sports and have many dangers and risks, which include serious bodily injury or death. **Participant hereby agrees to freely and expressly assume and accept any and all risks of injury.**
5. Participant agrees to skate/ride within his/her own abilities and be aware of others around them. **No inverted maneuvers** are allowed at any time. Participant represents that he/she is physically fit and adequately trained to safely participate in this physically demanding activity, and that he/she does not suffer from any injury, defect, ailment, illness or the like which could conceivably lead to injury or death from participation in this activity.
(Please initial _____).
6. The participants Assumption of Risk and Release of Liability Agreement is on behalf of the user of the park, and his or her spouse, personal representatives, assigns, heirs, next of kin, family, relatives, executors, trustees, conservators, administrators, agents and guardians.
7. Participant agrees to give up their right to a trial by a court or a jury. Any dispute or claim between participant and MSP, including those arising out of or related to this Agreement, the interpretation of this Agreement, or any damages, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties, and judgment upon the award may be entered by any court of competent jurisdiction. The place of arbitration shall be the county or jurisdiction where the park is located.

8. **By tendering this application, participant agrees to abide by all Rules and Regulations provided below now in effect or later modified, recognizing that any violation may subject him/her to expulsion from MSP.**

MODERN SKATE PARK RULES & REGULATIONS

The undersigned hereby grants permission to MSP, the right to use his or her voice and/or likeness, and photographs taken in advertising and promotional materials including radio, television, video tape, newspaper, magazines, programs, print advertisements, web and all other media throughout the world in perpetuity.

1. Membership fee is payable, in advance, and not refundable or transferable.
2. Abuse of equipment will not be tolerated.
3. Loud or abusive language is not permitted.
4. Alcoholic beverages, illegal drugs or smoking are not permitted at any time on the property.
5. **Helmets are required protective gear**, shirts and shoes must be worn at all times in the skating area.
6. Skate/ride within your abilities. Be aware of others around you. **No inverted maneuvers** are allowed at any time.
7. Participant/member agrees not to create any nuisance, disturbance or harass or threaten other participants, members, guests, or personnel or commit acts of moral turpitude or fraud while using the park or its facilities.
8. Any **roller skater** must have a "high top" boot (above the ankle) in order to ride ramps over 4' tall.
9. **ANYONE WHO VIOLATES THESE RULES AND REGULATIONS IS SUBJECT TO EXPULSION FROM THE PARK AND REVOCATION OF MEMBERSHIP WITH NO REFUND OF ANY FEES.**

MEMBERSHIP TERMS AND CONDITIONS

These Rules and Regulations may be modified from time to time in the sole discretion of MSP. Changes in activity rates, schedules and hours of operation may also be made at any time, without notice, in the sole discretion of MSP.

WAIVER OF LIABILITY

Participant, member, guest or patron shall participate in skateboarding/in-line skating/biking and/or use any of MSP's facilities, services, or equipment, at his/her own risk. MSP shall not be liable for any damages for personal injuries sustained by any participant, member, guest of patron in, on or about the premises of MSP from any and all claims, demands, or causes of action, including, without limitation, any claim for personal injuries arising out of the use of its facilities, services, or equipment, or arising out of the negligence of MSP, its owners, affiliates, agents or employees or any other person at MSP.

PERSONAL PROPERTY AND VALUABLES

MSP shall not be liable for the loss or theft of, or damage to, the personal property of any participant, member, guest or patron.

SIGN-IN PROCEDURE

Members and non-members using MSP must sign in at the reception desk. Payment for skating is required prior to beginning your skate session. Member agrees that use of their membership by anyone other than the person named herein is prohibited, and expulsion may result to the member with no membership refund.

By signing this form, I **acknowledge that I have read both sides of this document and fully understand this release.**

I am _____ **years of age** and agree to the terms above. I am **signing of my own free will and volition.**

Skater Signature (Participant) _____ Date

I, the undersigned, do hereby certify that I am the parent/legal guardian of **(Skater Name)** _____. I do hereby give my consent to MSP to allow him/her to participate in this activity. **I agree to be bound by the terms, conditions and limitations set forth herein. I am signing of my own free will and volition.**

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Parent/Legal Guardian Signature _____ Date

Employee Signature _____ Date

NOTARY ACKNOWLEDGEMENT

County Of _____

State Of _____

Date _____

WITNESS my hand and official seal _____

(Signature of Notary)

