WAIVER AND RELEASE OF LIABILITY & ASSUMPTION OF RISK

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the activities, events, competitions, use of the skate ramp, and/or other facilities and equipment (collectively "**Activities**") of THE DROP BOARD SHOP, LLC,

I, _____ acknowledge and agree that:
(**PRINT PARTICIPANT'S NAME**)

1. The risk of injury from the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury or death still exists; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknow, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation in the Activities. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, or anyone else claiming any interest through me HEREBY RELEASE AND HOLD HARMLESS THE DROP BOARD SHOP, LLC, a Colorado limited liability company, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the event (collectively "**Releasee**"). WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I hereby agree that neither I, my heirs, assigns, personal representatives, next of kin, or anyone else claiming any interest through me, WILL EVER INITIATE OR ASSIST TO BRING ANY LEGAL ACTION WHATSOEVER AGAINST RELEASEE as a result of any damage, injury, paralysis, loss or death to myself or my property that arises out of my participation in an Activity. If I initiate, or if anyone on behalf initiates, any lawsuit, cause of action, or claim for damages against Releasee, I agree that the Releasee shall be entitled to recover from any such suing party all attorneys' fees and costs incurred in the defense of such lawsuit, cause of action, or claim for damages and any actions arising there from.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

_____ **Age:**_____ **Date:** _____
PARTICIPANT'S SIGNATURE

FOR PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above to the Releasee, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify the Releasee from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE, OF THE RELEASEE, to the fullest extent permitted by law.

_____ _____
PARENT/GUARDIAN'S SIGNATURE **DATE**

_____ _____
EMAIL **EMERGENCY PHONE#**