

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Express contractual assumption of all risks, waiver of and release from all liability for any negligence, indemnity for all third party claims.

We know that skateboarding, in-line skating are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. We know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, or spectators. (All of the above-defined activities are collectively referred to throughout this Agreement as "The Hazardous Activities.")

By this agreement, it is our intention to relieve Daniel Robert Hughes and family (collectively referred to hereafter as "the Released Party") of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence on the property belonging to the Released Party. By this agreement, I also intend to release, discharge and absolve the Released Party from any and all liability for any active or passive negligence whatsoever by the Released Party and to waive and relinquish any claim or cause of action against the Released Party for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of the Released Party and promise not to sue or exercise any legal right to seek damages from the Released Party.

In consideration of utilizing the property of the Released Party, we agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages with I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the property of the Released Party, we hereby agree:
  - a. To waive any and all claims for Damages that I may have against the Released Party or any other person related to or in anyway associated with the Released Party.
  - b. To release, the Released Party from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to Hazardous Activities while on the property of the Released Party; and
  - c. To hold harmless and indemnify the Released Party from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while on the property of the Released Party.

1. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of my injury, disability or death.

**2. WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE RULES OF SAFETY/CONDUCT GOVERNING MY CONDUCT WHILE PARTICIPATING IN ANY ACTIVITIES ON THE PROPERTY OF THE RELEASED PARTY.**

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement with the Released Party shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be the county or jurisdiction in which the property of the Released Party is located. The Award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the Award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the state or jurisdiction in which the property of the Released Party is located. The rules of evidence applicable to the proceedings at law in such state or jurisdiction shall be applicable to the arbitration proceeding. The Released Party shall pay all costs of the arbitration, except the legal fees of the undersigned.

**NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND IS GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.**

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state or jurisdiction in which the property of the Released Party is located, and that if any portion there of is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities on the property of the Released Party to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for the Released Party to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate in an injury occurs while on the property of the Released Party.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by the Released Party or anyone else with regard to the subject matter of this Agreement.

I/We have completely read and understand this Agreement and its terms. I/We are aware that by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns may have against the Released Party.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent (Legal Guardian) signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_