

ENCOUNTER SKATE PARK

201 East First Street, Duluth, Minnesota 55802

Phone (218) 722-9820 • Fax (218) 722-9820

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned acknowledges that skateboarding, inline skating, roller skating, BMX and other bicycle riding are inherently dangerous activities, but still desires to participate in these activities at his or her own risk. If a parent or guardian of a minor, the undersigned agrees to allow the minor named below to participate in these activities at his or her own risk. The undersigned is further aware that the usual risks, hazards and dangers (hereinafter "risks") of personal injury, death, disability, property damage and other loss, necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. These risks include but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, and performing tricks, low ceiling areas, structural obstacles, iron rails, sharp corners, colliding with others, such as staff, media personnel and spectators. These risks are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time using the same facilities. These risks may vary from time to time and day to day based on the course design, setup, equipment, type of event, and other factors.

For valuable consideration, including permission to utilize the skate park premises in any way, including but not limited to being permitted to compete, officiate, observe, or participate in any other way, the undersigned:

1) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE **ENCOUNTER SKATE PARK, ITS OWNERS, AGENTS, SUBSIDIARIES, EMPLOYEES, VOLUNTEERS, ANY OTHER PERSON OR ENTITY IN ANY WAY ASSOCIATED WITH ENCOUNTER SKATE PARK, AND THE OWNERS AND LESSEES OF THE SKATE PARK PREMISES, (ALL HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES")**, FROM LIABILITY, TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

2) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF RELEASEES OR OTHERWISE;

3) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

The undersigned further agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the state of Minnesota, however, this waiver does not apply to liability for intentional, willful or wanton acts of the releasees, and that if any portion thereof is held invalid, agree that the balance shall, notwithstanding, continue in full force and effect.

The undersigned understands that participants are required to wear an adequate helmet while participating and use of additional protective gear including footwear, elbow and knee pads are recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while using the facility, including causing any other riders an unreasonable risk of harm.

I HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD. I HAVE COMPLETELY READ AND UNDERSTAND THIS WAIVER AND RELEASE AND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME. PRIOR TO SIGNING THIS WAIVER AND RELEASE, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE WAIVER AND RELEASE, ENCOUNTER SKATE PARK, AND THE SKATE PARK FACILITY.

Participant's Name: _____ Date of Birth: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____ Staff: _____

Notary Signature: _____ Date: _____ Skateboarder _____ Inline _____ BMX _____

Notary Seal: