

Ollie & Co. Skate Park

13835 Aberdeen St NE • Ham Lake, MN 55304

PHONE 763-767-5757

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Ollie & Co. Indoor Skate Park, 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 "US"), I hereby agree to release, indemnify, and discharge US, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that skateboarding, in-line skating and/or riding BMX bicycle at a skate park entails known and unanticipated risks that 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 and other fixed objects; falling down; my own equipment; failure or the failure of other's equipment; my own or others negligence; and objects or conditions on the surface that may cause me fall; broken bones, sprains, head and back injuries, abrasions, and bruises.

Furthermore, US 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 might misjudge the weather or other environmental conditions. They may give incomplete 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 the 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 US 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 US's equipment or facilities, including any such claims which allege negligent acts or omissions of US.

4. Should US 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 them 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 am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against US, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of Minnesota shall apply in that action without regard to the conflict of laws/rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document 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 US 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.

Signature of Participant _____ Print Name _____

Address _____

City _____ State _____ ZipCode _____

Phone Number(s) _____ Date _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor"), being permitted by US to participate and to use its equipment and facilities, I further agree to indemnify and hold harmless US 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.

Signature of Parent or Guardian _____

Print Name _____ Date _____