

# 2007 OVAL SKATE PARK RULES & REGULATIONS

**Waiver must be filled out in person at the Roseville Skating Center or  
Completed and notarized by a Public Notary.  
No one besides a child's parent/legal guardian may sign.**

**These rules will be ENFORCED & must be followed for the safety of ALL skaters & RSC employees.**

1. **Skate Park users must wear helmets and kneepads at all times while in the park.**
2. No drugs or alcohol allowed on premise.
3. No loitering or profanity.
4. No reckless behavior allowed.
5. Help keep the OVAL clean...please pick up your trash.
6. The Roseville Skating Center is a Tobacco free facility  
—no smoking or chewing tobacco.
7. The Skate Park is open only during scheduled hours  
when supervised.
8. Help us keep the Skate Park safe and report any  
equipment repairs and needs to the supervisor.
9. **No skating, boarding or biking in parking lots,  
entryways and lounge areas.**
10. **A THREE STRIKE POLICY is enforced—**  
*Strike 1-You are given a warning.*  
*Strike 2-You will be asked to leave the facility that day.*  
*Strike 3-You will not be allowed in the facility for the remainder of the 2007 season.*
11. No stickers or graffiti allowed.
12. **Absolutely No Cash Refunds!**
13. We are not responsible for lost or stolen items.
14. Protective gear must be returned bundled in pairs at the end of  
skating session.
15. If rental equipment/gear is stolen (taken off property) that user(s)  
will be permanently removed for the season & prosecuted!
16. All Skate Park users must pay park fee, have wristband on and  
waiver signed before skating.
17. Please be courteous to those that are not using the Skate Park.
18. The following are the only items accepted as collateral when  
renting equipment: shoes, driver license, credit card, school ID
19. **2007 waiver form valid until end of 2007 season only!**

## **Voluntary Release, Acknowledgment and Acceptance of Risks and Indemnity Agreement**

This document affects your legal rights. You must read and understand it before initialing and signing.

**PLEASE PRINT LEGIBLY — We need to be able to read the information provided**

Participant's Last Name: \_\_\_\_\_ Participant's First Name: \_\_\_\_\_  
(This waiver can only be legally used for one person)

**PRINT name of parent/guardian filling out waiver if participant is under 18: PLEASE PRINT** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email address: \_\_\_\_\_

## **Voluntary Release, Acknowledgment and Acceptance of Risks and Indemnity Agreement**

I, the above named person being eighteen or older in age, or the legal guardian of the above named person who is under 18, in consideration of the services provided by OVAL SKATE PARK, its agents and employees, the promoters, the City of Roseville, other participants, officials, advertisers sponsors and owners (hereafter collectively referred to as the City), hereby acknowledge, agree, promise and covenant with The City, its agents and employees or volunteers, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

### **ACKNOWLEDGMENT OF RISKS**

I UNDERSTAND AND ACKNOWLEDGE that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, DAMAGE to myself, to my property, or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against The City, its agents or employees, or claims against me by spectators or other third parties. These risks include but are no way limited to the following:

(1) The risks which are inherent in the activity of In-Line skating, Skateboarding, BMX freestyle biking and observation of these activities including, but not limited to, falling, coming in contact with ramps, walls, other equipment or persons; (2) latent or apparent defects or conditions in equipment or property supplied by the City, or other persons or entities; (3) The conditions of any track or ramp and accidents connected with their use; (4) my own physical condition or my own acts or omissions; (5) first aid, emergency treatment or other services rendered by the City, or others, and the consumption of any food or drink, whether or not provided by the City, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other risks, known or unknown, identified or unidentified anticipated or unanticipated, may also result in injury, death, illness, disease, or damage to myself or my property or to spectators or other third parties.

**I have read this page and initial it to show that I understand and agree: \_\_\_\_\_ Date: \_\_\_\_\_**

**Parent/Guardian initial (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_**

**Waiver Forms must be completed in person at the Roseville Skating Center or notarized by a Public Notary!**

# OVAL Skate Park 2007 Waiver Form

## ACCEPTANCE OF RISK AND RESPONSIBILITY

I voluntarily agree, covenant and promise to accept and assume all responsibilities, and injury, death, illness or disease, or damage to myself or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate in spite of the risks.

## RELEASE

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Sponsors, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or tight of action, which are related to, arise about of or are in any way connected with my participation in this activity, including, but specifically not limited to any and all negligence, fault, or strict liability of Sponsors, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Sponsors, its agents or employees, and all other persons or entities from all defense costs, including attorney(s) fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.

I FURTHER AGREE AND COVENANT NOT TO USE, assert or otherwise maintain any claim against Sponsors, its agents or employees, and all other persons or entities, for injury, death, illness or disease, or damage to myself or to my property, arising from or connected with my participation in this activity for from any claims asserted against me by spectators or other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST SPONSORS, ITS AGENTS OR EMPLOYEES EVEN IF SPONSORS, ITS AGENTS OR EMPLOYEES, OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

## ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I UNDERSTAND AND ACKNOWLEDGE that by initializing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Sponsors, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of Sponsors, its agents or employees, and all other persons or entities.

I understand and acknowledge that by initializing and or signing this document, I have assumed responsibility and LEGAL LIABILITY from the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

The Roseville Skating Center has the right to take pictures of participants at the skate park and post them on the website or display them at the skate park or use them for other promotional purposes.

## PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS

I UNDERSTAND AND ACKNOWLEDGE that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage or disablement I may incur while participating in this activity, and to cover bodily injury or property damage caused to a third party as a result of my participation in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the activity.

## ENTIRE AGREEMENT

I understand that this is the Entire Agreement between the undersigned and The City of Roseville, its agents or employees, and that it cannot be modified OR changed in any way by the representations or statements of any employee or agent of the City, or by the undersigned. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN (If participant is under 18): \_\_\_\_\_

ADDITIONAL phone number besides for home to reach Parent/Legal Guardian at in case of accident: (\_\_\_\_\_) \_\_\_\_\_  
(Cellular, work, etc. – only one number can be recorded)

SIGNATURE OF WITNESS (OVAL EMPLOYEE) OR PUBLIC NOTARY STAMP: \_\_\_\_\_

ALTERNATE CONTACT - Someone to call other than home and above given additional number in case the first two contacts cannot be reached in the event of an accident. (Only one number can be recorded)

NAME: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_

RELATIONSHIP TO PARTICIPANT: \_\_\_\_\_ (i.e. grandparent, aunt, neighbor, friend's parent)

Check box if you would like a copy of this signed waiver mailed to address on first page.

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