

Skate Park Release Form

TOWN OF SNEADS SKATE PARK PERMISSION AND RELEASE AGREEMENT Permit # _____

THE UNDERSIGNED _____ (Print Participant Name)

And parent or legal guardian _____ (Print Parents Name, If under 18 yrs old)

Address: _____ Phone Number _____

_____ Phone Number _____

Date of Birth of the Participant _____

The "Participant", in consideration of the Town of Sneads (the "Town") furnishing the Town of Sneads Skate park, including all facilities, equipment, and apparatus located therein, (collectively the "Skate park") and in consideration of the Town allowing the Participant to utilize and participate in activities in the Skate park, does hereby agree to the following terms, conditions, obligations, and limitations:

Permission to Use Skate Park: I hereby grant permission for the Participant to use the Skate Park and to participate in all activities, recreation, sports, and other endeavors that may occur in the Skate Park including but not limited to skateboarding and in-line skating (collectively the "Intended Uses").

Acknowledgment and Assumption of Risk: I have inspected the Skate park and acknowledge that (1) there are no dangerous conditions within or about the Skate park which the Participant does not and cannot reasonably be expected to have notice; (2) the Skate park is in good and anticipated condition for the Intended Uses; (3) the design and purpose of the Skate park are appropriate for the Intended Uses and the Skate park is not lacking any safety equipment, apparatus or devices that should be located within or near the Skate park; and (4) the lighting and layout of the Skate park are sufficient for the Participant to safely utilize the Skate park.

I further acknowledge that participation in and/or observation of the Intended Uses within the Skate Park (1) is dangerous and (2) that the Participant may suffer serious personal injury or death by such participation and/or observation. Understanding these risks I nevertheless freely and voluntarily consent to the Participant participating in and/or observing use of the Skate Park and the Intended Uses. My consent is given with the understanding that the Skate park will be unsupervised in all respects and that no training or guidance with respect to the Intended Uses will be provided to the Participant. I do hereby assume, for myself and on behalf of the Participant, the known and unknown inherent risks to Participant for participating in and/or observing the Intended Uses, irrespective of the Participant's age, and I agree to be legally responsible for all damages, injury, or death to the Participant or other persons or property which results from such activities.

I further acknowledge that neither the Town nor any other governmental entity which sponsors, allows, or permits the Intended Uses in or about the Skate Park shall be required to eliminate, alter, or control the inherent risks in those activities.

I further acknowledge that the Participant (1) is physically able to participate in the Intended Uses; (2) does not have any medical, physical, or emotional conditions, limitations, handicaps, or disabilities as to which it would be inappropriate or create any undue danger for Participant to participate in and/or observe the Intended Uses; and (3) is sufficiently skilled, trained, and experienced in the Intended Uses such that Participant's participation in the Intended Uses within or about the Skate park will not pose an undue danger or risk to Participant or others who may utilize the Skate park.

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Release and Indemnification: On behalf of both myself and the Participant, to the maximum extent allowed by law, I do hereby agree to completely release and forever discharge the Town, and any and all of its employees, officers, officials, agents, and representatives, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs; losses, liabilities, expenses, and compensation of every conceivable kind, character and nature whatsoever, whether based on tort, contract, or other theory of recovery, which I and/or Participant may now have or hereafter acquire directly or indirectly arising out of, resulting from or in any manner whatsoever related to or connected with the ownership, maintenance, use and/or operation of the Skate park including but not limited to (1) Participant's participation in and/or observation of activities in or about the Skate park; and (2) conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, installation, or construction of the Skate park or any part thereof.

On behalf of both myself and the Participant, to the maximum extent allowed by law, I do hereby agree to hold harmless, indemnify, and defend the Town, and any and all of its employees, officers, officials, agents, and representatives, from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, liabilities, expenses, and compensation of every conceivable kind, character and nature whatsoever, whether based upon tort, contract, or other theory of recovery, directly or indirectly arising out of, resulting from or in any manner whatsoever related to or connected with Participant's use of the Skate park and/or indemnification, I also agree to pay on behalf of the Town (including any and all of its employees, officers, officials, agents, and representatives), as well as provide a legal defense for the Town (including any and all of its employees, officers, officials, agents and representatives), both of which will be done when requested by the Town, for all such claims made. Such payments on behalf of the Town shall be in addition to any and all other legal remedies available to the Town and shall not be considered to be the Town's exclusive remedy. The terms and conditions in this paragraph shall apply notwithstanding any active or passive negligence of the Town that causes or contributes to any such claims against the Town.

Rules and Regulations: While engaging in the Intended Uses, irrespective of where such activities occurred, the participant is required to do all of the following: (1) acting within the limits of his or her ability and the purpose and design of the equipment used; (2) maintaining control of his or her person and the equipment used; and (3) refraining from acting in a manner which may cause or contribute to death or injury of himself or herself, or other persons. When participating in and/or observing activities within or about the Skate park, the Participant shall strictly adhere to all rules and regulations relating to the Skate park and the Intended Uses adopted by the Town, receipt of a copy of which is acknowledged by execution hereof, including all amendments to such rules and regulations. At all times while the Participant is within the Skate park, the Participant must wear a helmet that is properly fitted and is fastened securely upon the Participant's head by a strap, and the helmet must meet the standards of the American National Standards Institute (ANSI Z 90.4 Bicycle Helmet Standards), the standards of the Snell Memorial Foundation (1984 Standard for Protective Headgear for Use in Bicycling), or other nationally recognized standards for skateboarding helmets.

Effectiveness of this Agreement: This Agreement shall become effective as of the date it is executed. The consents and permissions set forth herein for Participant to use the Skate Park shall remain effective until they have been affirmatively cancelled or rescinded by written instrument from the undersigned. All other terms, conditions, agreements, and obligations set forth herein, specifically including but not limited to the release of claims, indemnification, and assumption of risks, shall be deemed to survive any such written cancellation or rescission and such terms shall thereafter remain in effect.

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Parent or Legal Guardian Affirmation: If the Participant is under the age of 18 years, the undersigned does hereby affirm that he/she is a parent or legal guardian of the Participant and that the undersigned has the legal authority to execute this Agreement on behalf of the Participant.

IN WITNESS WHEREOF, I have executed this Agreement for myself and/ or for the Participant

on the _____ day of _____, 20_____

_____ Participant's Signature

_____ Parent's Signature

WITNESS: _____ Signature

State of _____ County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20_____, by _____, who is personally known to me or who has produced proper identification.

___ Personally Known OR ___ Identification Produced: _____

Notary Signature

Notary Name

Notary Stamp Below: