

# TAKE PRIDE AND RIDE COMPETITION RELEASE AGREEMENT AND LIABILITY WAIVER

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

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PARTICIPANT NAME

CONTACT EMAIL

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CONTACT HOME/CELL PHONE

DATE OF BIRTH

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EMERGENCY PHONE & CONTACT PERSON

I am aware that in addition to the usual dangers and risks inherent in the sport of skateboarding or scooter riding, certain additional dangers and risks, including, but not limited to, the danger and risk of collision with natural and man-made objects and with other participants, staff, media personnel, and spectators, and dangers and risks involved from the equipment used by and for this sport. I should not enter and participate unless I am medically able and properly trained. I assume the risk of injury in the competition. I also assume any and all other risks associated, but not limited to: *falls, contact with other participants, the offsets of weather and the condition of the part* – all such risks being know and appreciated by me. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks and possibility of personal injury, death, property damage or loss resulting there from.

In consideration of Take Pride and Ride, Drug Free Idaho, Pathways Skate Team, The Boardroom, Kicks Pro Scooters, and the City of Boise, permitting my participation in the Take Pride and Ride Competition, I hereby agree as follows:

1. Releasor hereby RELEASES, WAIVE, DISCHARGES AND COVENANTS NOT TO SUE Take Pride and Ride, DrugFree Idaho, Pathways Skate Team, The Boardroom, Kicks Pro Scooters, and the City of Boise, their respective directors, officers shareholders, employees, agents, representatives, contractor successors and assigns and each of them (collectively and singularly the "Released") of and from any and all liability, losses, damages, claims or demands for any injury or damage to the person or property of the Releasor or to any other person or entity, whether caused, in whole or in part, by the Released, or any of them, or any equipment supplied, provided or owned by the Released or any of them.
2. Releasor hereby agrees to DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the released and each of them against and from any claim, demand, action, cause of action, loss, liability, damage, expense of cost the Released or any of them may incur (including actual attorney's fees and costs of investigation) arising from or out of, in whole or in part, the participation by the Release in the Event, whether the Released or any of them actively or passively caused or contributed to, in whole or in part, any event or occurrence requiring the Releasor to defend, indemnify and hold the Released, or any of them harmless.
3. Releasor hereby ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising from or out of, in whole or in part, the participation by the Releasor in the Event, whether the Released or any of them actively or passively caused or contributed to in whole or in part, any such event or occurrence.

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

No person under the age of 18 may participate in the Event without the express, written consent of a parent or legal guardian by means of signature on this Agreement. Any person signing this Agreement on behalf of the Releasor, including, but not limited to, a parent, guardian or supervisor of a minor, warrants and represents to the Released that he/she is duly authorized to sign and enter into this Agreement on the Releasor's behalf.

This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

The corporation may but shall not be obligated to carry insurance or the participant and the existence of insurance shall not change, alter or increase the liability of the corporation to the participant and the undersigned or affect the terms of this release.

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PRINT NAME OF RELEASOR (parent or legal guardian)

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SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE