

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of the Charmcity Skateboard Shop Inc. / Skatepark, their agents, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CSI") I hereby agree to release indemnify and discharge CSI on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1) I acknowledge that skateboarding, videography, roller blades, roller skating, scootering and or BMX bicycling 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.

1b) **The risks include, among other things:** Collision with other participants, the walls and other fixed objects; falling down, my own equipment failure or failure of others' equipment; my own or others' negligence and objects or conditions on, around and in the skatepark, skateshop, observation areas, bathrooms and the entire CSI facility that may cause me to fall, break bones, suffer sprains, head and back injuries, abrasions and bruises.

1c) **Furthermore,** CSI 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 may give incomplete warnings or instructions and the equipment being used or rented may malfunction.

2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this 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 CSI from any and all claims, demands or causes of action which are in anyway connected with my participation or my use of CSI's equipment or facilities, **including any such claims which allege negligent acts or omissions of CSI.**

4) Should CSI or anyone acting on their behalf be required to incur attorneys 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 and I agree to bear the costs of such injury or damage to 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 CSI, I agree to do so solely in the state of Maryland and I further agree that that the substance law of Maryland shall apply in this action without regard to the conflict of laws and rules in that state. I agree that if any portion of this agreement is found to be void or unenforceable, **the remaining portions 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 CSI 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 understand it and agree to be bound by its terms.

ALL PARTICIPANT'S INFORMATION, REGARDLESS OF AGE, TO BE COMPLETED BELOW!

Signature of Participant _____ Printed Name of Participant _____
(All Ages) (All Ages)

Address _____ City _____ State _____ Zip _____
(All Ages) (All Ages) (All Ages) (All Ages)

Phone _____ Date _____ Email Address _____
(All Ages) (All Ages) (Required to stay on file - You wont have to fill out again on return visit)

THE ACCEPTING PARTY RESPONSIBLE FOR A MINOR TO BE COMPLETED BELOW!

In consideration of _____ being permitted to participate in CSI's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless CSI from any and all claims which are brought by or on behalf of a MINOR and which are in any way connected with such use or participation by a MINOR.

Parent, Gaurdian or Adult willing to accept responsibility: _____
(Printed Name of Accepting Party)

Signature of Accepting Party: _____ Date _____
(Signature of Accepting Party)

I RIDE A SKATEBOARD SCOOTER BMX ROLLER BLADES ROLLER SKATES