



PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

If there is no Notary seal present on this form it is NOT VALID

In consideration of the services of PENN SKATE ENTERPRISES 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 "PSK"), I hereby agree to release, indemnify, and discharge PSK, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that skateboarding, rollerblading, scooters, and biking or other activities or sports not mentioned entails known and unanticipated risks, which can result in physical and emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Collision with other participants, the walls, other fixed objects, falling down, my own equipment failure or the failure of others equipment, my own or others negligence, and objects or conditions on the surface that may cause me to fall, broken bones, sprains, head and back injuries, abrasions, and bruises.

Furthermore, PSK employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a person's fitness or abilities. 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 the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PSK from any and all claims, demands or causes of action, which are any way connected with my participation in this activity or my use of PSK's equipment or facilities, including any such claims which allege negligent acts or omissions of PSK.

4. Should PSK. 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 cost 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 PSK., I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of Pennsylvania shall apply in that action without regard to the conflict of law rules of 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 PSK on the basis of any claim from which I have released 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 _____

PrintName _____

Address _____ Town _____ State _____ Zip _____

Phone_(_____) _____ Date _____ Birth date _____ - _____ - _____

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION

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

In consideration of _____ (print minors name)("Minor") being permitted by PSK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PSK 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.

Parent or Guardian _____ Printname _____

Date _____ Relationship to minor _____

MUST HAVE NOTARY SEAL TO BE VALID!