



LATERSKATERS MEMPHIS - WAIVER FOR: \_\_\_\_\_

**PARTICIPANT AGREEMENT, WAIVER OF LATER SKATERS MEMPHIS LIABILITY, AND ASSUMPTION OF RISK BY YOU THE PARTICIPANT OR THE PARENT OR LEGAL GUARDIAN OF ANY MINOR PARTICIPANT:**

I hereby agree to waive any and all liability, indemnify, discharge and hold harmless LaterSkaters Memphis, their owners, agents, staff, volunteers, participants on behalf of myself, my children, my parents, my heirs, assigns, personal representative, or estate and acknowledge the following:

Skateboarding and related activities herein defined as "Action Sports" are inherently dangerous activities. Participation in action sports including mere presence or observing whether or not actually participating carries a serious risk of injury or even death. LaterSkaters Memphis recommends use of helmets, pads and any other safety equipment appropriate for said activities. Failure to use safety equipment may increase your risk of injury. The risks include, but are not limited to: Collisions, my own equipment failure or the failure of others' equipment; my own or others' negligence; objects or conditions that may cause me to experience serious injury and even death. I expressly agree and promise to accept and assume all of the risks of this activity. My participation in this activity is purely voluntary, and I elect to participate with full knowledge of the risks and waiver of LaterSkaters Memphis liability for those risks.

1. Later Skaters Memphis hereby fully invokes any and all limitations of liability that may exist under current statutory law and Appellate Law Interpretation including but not limited to the specific legislative intent of Tennessee Statute.
2. Any person who participates in or assists in skateboarding assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property which result from these activities. Any person who observes skateboarding assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities.
3. While engaged in skateboarding, irrespective of where such activities occur, a participant is responsible for doing all of the following:
  - (a) Acting within the limits of his or her ability and the purpose and design of the equipment used.
  - (b) Maintaining control of his or her person and the equipment used.
4. Refraining from acting in any manner which may cause or contribute to death or injury to himself or others.
5. Failure to comply with the requirements of this paragraph shall constitute negligence by you the participant.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LaterSkaters Memphis from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LaterSkaters equipment or facilities, including any such claims which allege negligent acts or omissions of LaterSkaters Memphis. IN THE EVENT LITIGATION ARISES OUT OF OR RELATING TO LATERSKATERS MEMPHIS ENFORCEMENT OF THIS WAIVER, OR IF ANY LEGAL ACTION IS INITIATED BY YOU ARISING OUT OF OR RELATED TO THIS WAIVER, YOU AGREE THAT LATERSKATERS MEMPHIS WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN INVESTIGATING, PREPARING FOR, PROSECUTING, DEFENDING AGAINST OR OTHERWISE LITIGATING ANY SUCH ACTION. I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event that I file a lawsuit against LaterSkaters Memphis, I agree to do so solely in the state of Tennessee, County of Shelby in a court of competent jurisdiction. I further agree that the substantive law of the State of Tennessee shall apply in that action. 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 checking the box above I am signing this document and I acknowledge that if anyone is hurt or property is damaged upon entering this event, or during my participation in this activity, I acknowledge my intention is to have waived my right to maintain a lawsuit against LaterSkaters Memphis. Further, I may in fact owe to LaterSkaters Memphis the reimbursement for Attorney Fees and costs incurred by LaterSkaters Memphis. 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.

By signing the line below, I am signing this release of liability document above.

Adult Signature agreeing with terms above: \_\_\_\_\_ Date \_\_\_\_\_