

St.Pete Skatepark 4 Year Anniversary Event

Last Name _____ First Name _____ Age: _____ (The person listed above is referred to sometimes in this Agreement as the "Participant")

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE AND INDEMNITY FOR ALL THIRD PARTY CLAIMS. PLEASE READ CAREFULLY!

I know that skateboarding is an inherently dangerous sport and activity in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss of any kind (collectively, "Damages" which also includes any other damages, costs, claims or demands including reasonable attorneys' fees), necessarily increase when using Halfpipe, rails, jumps, boxes, quarter pipes, inclines or declines, bowls or any other structure and device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this agreement as the "Hazardous Activities.")

By this Agreement, it is my intention to relieve St.Pete Skatepark Alliance, Anchor Skate Supply LLC, City of St.Petersburg and all event sponsors, venue operators and owners, and any managers, employees, officers, directors, agents, contractors, volunteers, vendors, or exhibitors or any other person, company or entity in any way associated with such entities

(hereinafter, "Sponsors") of any duty to me and **I DO ASSUME THE ENTIRE** risk of any of the Damages that might occur during or as a result of my use of, participation in, or presence at, this St.Pete Skatepark Alliance, Anchor Skate Supply LLC, City of St. Petersburg event. By this Agreement I also intend to **RELEASE, DISCHARGE AND**

ABSOLVE Sponsors from any and all liability for any active or passive negligence whatsoever by Sponsors and to **WAIVE AND RELINQUISH** any claim or cause of action against Sponsors for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Sponsors and promise not to sue or exercise any legal right to seek damages from Sponsors.

In consideration of participating in this event, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, I, for myself and anyone entitled to act on my behalf, hereby agree:

- a. To **WAIVE** any and all claims for Damages that I may have against Sponsors;
- b. To **RELEASE** Sponsors from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of participation in any activity, including but not limited to, Hazardous Activities while at a St.Pete Skatepark Alliance, Anchor Skate Supply LLC or City of St.Petersburg event.
- c. To **HOLD HARMLESS AND INDEMNIFY** Sponsors from any and all liability for the Damages to any

third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at a St.Pete Skatepark Alliance, Anchor Skate Supply LLC or City of St.Petersburg event.

d. This waiver and release of liability and indemnification agreement (collectively, referred to hereafter as “*Waiver and Release*”) shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.

2. This event may be filmed and photographed. By attending the event, I consent to the recording/filming and the use of my likeness and image for the purpose of the filming/photography. I hereby grant Sponsors permission to utilize my name, and/or any photographs, videos, and likeness of me in any related advertising or promotional campaigns as Sponsors may deem appropriate from time to time, all without additional compensation to me. This assignment includes the transfer to Sponsors of all right, title and interest in any photographs, videos, and likenesses captured at this event.

3. A parent or legal guardian must sign this Agreement if the Participant is under 18 years of age. If you are the parent and/or legal guardian of a Participant under the age of 18, you represent and warrant that you are the parent or legal guardian of the Participant and have the legal authority to enter into this Agreement on their behalf. If you are the parent and/or legal guardian of a Participant under the age of 14, you agree and consent to the collection of that Participant’s personal information, which is being provided for purposes of this Agreement and to register the Participant in a St.Pete Skatepark Alliance, Anchor Skate Supply LLC or City of St.Petersburg event.

THE UNDERSIGNED FURTHER CERTIFIES that he/she has no medical condition that would cause participation in this event to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for volunteers to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at the event.

THE UNDERSIGNED CERTIFY that I [We] am (are) the parent(s) or legal guardian(s) of the Participant. I [We] have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I [we] have had the opportunity to ask any questions about this Agreement. I [We] am(are) aware that, by signing this Agreement, I [we] **ASSUME ALL RISKS, WAIVE AND RELEASE** all rights against Sponsors, that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against Sponsors and agree to **INDEMNIFY AND HOLD HARMLESS** Sponsors for any claims related to the event. I (We) give consent and permission to Sponsors to obtain on the behalf of myself or my minor child any emergency medical treatment in case of sickness, accident, or injury and to secure such medical attention at my expense.

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

Participant's Name: _____ Birth date: __/__/_____

Shirt Size: _____

Participant's signature _____ Date _____

If Participant is under 18 this declaration must also be signed by parent or legal guardian at time of registration:

Parent [legal guardian] Name: _____

Parent [legal guardian] driver's license # _____

Address _____

City _____ Zip _____ Phone _____

Parent [legal guardian] signature _____ Date _____