

**Foot Plant Skate Liability Waiver**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

SKATERS NAME: \_\_\_\_\_

DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

PARENTS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I am aware that in addition to the usual dangers and risks inherent in the sport of SKATEBOARDING, INLINE SKATING, BMX, FREESTYLE and all other activities that may or will take place, certain additional dangers and risks are present when using the facilities located at 1011 Calle Amanecer, San Clemente, Ca 92673 and the warehouse Skatepark. The Above dangers include but are not limited to, the risk of falling, jumping, landing, getting hit by misdirected skateboards, bikes, performing tricks and colliding with other persons, media personnel and/or spectators. By signing the 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 forth.

In consideration of utilizing the above facilities and for other good and valuable consideration, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** for personal injury including death, permanent disablement, illness and/or property damage that I may have against all persons 1011 Calle Amanecer, San Clemente, CA 92673 and its warehouse skatepark including but not limited to Ryan Sheckler, Gretchen Sheckler, Shane Sheckler, Ryan Steinhoff, Ryan Sheckler Inc, The Sheckler Foundation, Ryan Sheckler Rips and Foot Plant Skate, all of whom are hereinafter collectively referred to as "The Releases".
2. **TO RELEASE THE RELEASES FROM ANY AND ALL LIABILITY** for loss, damage, injury, death, permanent disablement, medical or other expenses that I may suffer or that any other party may suffer as a result of my use of the facilities.
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASES** from any and all liability for any property damage or personal injury to any third party, resulting from my use of the facilities.
4. **THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, successors, and assigns in the event of my personal injury including death, illness, and/or property damage.
5. **I ADDITIONALLY AGREE** not to take unreasonable risks while participating at the facilities activities, including but not limited to attempting skills or tricks that I am not qualified to perform safely or causing any other participants/ spectators unreasonable risk or harm.
6. **I ADDITIONALLY AGREE** that I shall follow correct safety procedures when using facilities. I also expressly grant to any third party authorized the right to film, videotape, or photograph me, record my voice and/or make any reproductions of my physical likeness and voice and for said recordings, photographs or films to be used any capacity Ryan Sheckler deems reasonably appropriate in any form of media in perpetuity.
7. **I ADDITIONALLY AGREE** not to bring any photographers or videographers on premise to foot footage for purposes without first obtaining the express written consent of Ryan Sheckler or said authorized agent.

**I HEREBY CERTIFY THAT** I am covered by medical insurance, and that I have read and understand this Release of Liability prior to signing it, and I am aware that by signing the Release of Liability I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators successors and assigns may have against the Releases.

The facility shall have the right to impose any additional conditions which in the opinion of the Releases will further the intent and legal rights and waivers provided for herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian (if under 18) \_\_\_\_\_

Date \_\_\_\_\_

OPTIONAL: In addition to the above release of liability, I give permission for my child's picture and or name to be posted on FOOT PLANT SKATE's social media platform. \_\_\_\_\_(please initial)