

# RETRO SKATE

## WAIVER AND RELEASE

In consideration of receiving permission from **RETRO 1 ENTERTAINMENT, LLC** and **RETRO SKATE**, or any of their agents, designees, assigns, employees, successors, and/or heirs (hereafter referred to as **(RELEASEES)**), to roller skate, dance, participate or be a spectator in any event sponsored by or otherwise held at the premises under control of the above mentioned entities, their affiliates, agents, designees, assigns, employees or successors. **I HEREBY EXPRESSLY AGREE:**

1. **TO ASSUME ALL RISK AND RESPONSIBILITY** for any injuries or other damage I may sustain and any damages I may cause in **RETRO 1 ENTERTAINMENT LLC/RETRO SKATE**, it's employees, agent designees, assigns, successors, and/or heirs, guests, invitees or lessees or any other person in connection with my reason for being on the premise under the control of **THE RELEASEES** (including anything in connection with equipment rented from the above mentioned entities or their affiliates:
2. **TO RELEASE THE RELEASEES**, from **ALL CLAIMS OF LIABILITY** for any injuries which I may sustain or any damage that may be caused to me or my property in connection with my activities at **RETRO SKATE** (including without limitation, injuries that may be caused from the equipment I may rent even if my injuries are caused in whole or in part by the negligence or fault of **THE RELEASEES** or their employees):
3. **I WILL NOT SUE OR BRING LEGAL ACTION AGAINST** the above named **RELEASEES**, their affiliates or their respective administrators, employees, and owners or lessors of the property:
4. That the undersigned individual is inadequate condition to participate in the event(s) at **RETRO SKATE**,
5. I authorize **THE RELEASEES**, to use photographs, video, or any other recording device during the events which may depict me, at their discretion, without compensation paid to me:
6. **EACH PARTICIPANT SHALL** (as it applies to engaged activity):
  - a. Maintain reasonable control of their speed and course at all times:
  - b. Heed all posted signs and warnings:
  - c. Maintain a proper outlook to avoid other roller skaters, jumpers and/or objects:
  - d. Accept the responsibility for knowing the range of their own ability to negotiate the intended direction of travel while on roller skates and to skate within the limits of that ability; and
  - e. Not be distracted by the use of electronic devices.
  - f. Not participate in an activity under the influence of drugs or alcohol.
  - g. Refrain from acting in a manner which may cause or contribute to the injury of themselves or any other person; and agree to obey said rules and regulations of all applicable city, county, or state laws. I fully understand that roller skating and jumping are potentially dangerous recreational activities. I acknowledge and fully understand that each skater/jumper and participant will be engaging in activities that involve risk of serious injuries (including temporary or permanent), death and social and economic losses which might result from the **RELEASEES** action, inactions or negligence; also, the actions, inactions or negligence of others; the conditions of the premises or any equipment use and/or rental. Further, there may be other risks not known to the **RELEASEES** and myself not reasonably foreseeable at this time that will likewise be included in this release:
7. I understand that if I feel there is insufficient supervision or that the **RELEASEES** are not complying with its duties and responsibilities posted. I shall cease my activity and advise the of the condition:
8. Should any provision of the Release be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full effect:
9. I acknowledge that there have been no representations made to me by the **RELEASEES** and **I AGREE TO HOLD THE RELEASEES HARMLESS** for any injury or loss that I may cause to any other individual or the premise. **I FURTHER AGREE TO IMDEMNIFY** the above set forth **RELEASEES** in the event of any such injury or loss for which they may be held responsible:
10. This release shall be in full force and effect not withstanding the fact that I may be utilizing or otherwise renting equipment or other products owned or otherwise controlled by the **RELEASEES**:
11. I am at least eighteen (18) years of age or am the parent/guardian of the individual named below and have the legal capacity to enter into this waiver and release. I further agree that this waiver and release will be valid and in full effect for all future visits to **RETRO SKATE** regardless of the date it was executed.

**I HAVE READ THE ABOVE WAIVER AND RELEASE. I FULLY UNDERSTAND IT AND ENTER INTO IT FREELY AND VOLUNTERILY.**

**Names MUST BE LEGIBLE:**

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRINTED NAME OF INDIVIDUAL \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

SIGNATURE OF ADULT OR GUARDIAN \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_