



the DEN Skatepark

WAIVER Participant (Rider) Agreement

PARTICIPANT AGREEMENT, WAIVER OF the DEN SKATEPARK, 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 **the DEN COMMUNITY GROUP and THE DEN SKATEPARK**, their owners, agents, staff, volunteers, participants on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, or estate and acknowledge the following:

Skateboarding, in-line skating, BMX bicycling, scooters, 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. **The DEN** requires the use of helmets for participants under the age of 18, and strongly recommends wearing knee & elbow 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 the DEN liability for those risks.

1. Illinois Law creates substantial limitations on liability to encourage and promote the availability of Action Sports facilities and to further promote the many benefits of Action Sports activities.

2. **The DEN** hereby fully invokes any and all limitations of liability that may exist under current statutory law and Appellate Law Interpretation.

3. Any person who participates in or assists in skateboarding, inline skating, scooter, freestyle or BMX bicycling 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, inline skating, paintball, or BMX bicycling 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.

4. While engaged in skateboarding, inline skating, scooter, freestyle or BMX bicycling, irrespective of where such activities occur, the 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.

5. Refraining from acting in any manner which may cause or contribute to death or injury to himself/herself or others.

6. Failure to comply with the requirements of this paragraph shall constitute negligence by you the participant. (pg 1 Of 2)



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I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **the DEN Community Group (the DEN/TDCG)** 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 the DEN's equipment or facilities, including any such claims which allege negligent acts or omissions of the DEN. Should the DEN or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this waiver YOU the Participant may be responsible to PAY THE ATTORNEYS FEES AND COSTS TO the DEN as permitted by Illinois Law. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage. 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 the DEN, I agree to do so solely in the state of Illinois. I further agree that the substantive law of the State of Illinois 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 the DEN or during my participation in this activity, I acknowledge my intention is to have waived my right to maintain a lawsuit against the DEN. Further, I may in fact owe to the DEN the reimbursement for Attorney Fees and costs incurred by the DEN. 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.

WAIVER OF LIABILITY

Participant's First & Last Name

* _____

Parent/Guardian First & Last Name * _____

Birthday (Month/Day/Year) * _____ Phone * _____

Emergency Contact Name * _____

Emergency Contact Phone * _____

Email * _____

Address _____

City _____ ZIP code _____

AGREE TO THE DEN SKATEPARK WAIVER*

Parent Guardian Signature (if under 18): _____

Participant Signature: _____

____ Yes, I agree to the waiver of liability and the assumption of risk.

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