

2017 SKATEPARK RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Skatepark Use and Related Activities:

All Students & Adults who regularly use the Paradox Skatepark are required to have their own helmet.

INHERENT HAZARDS AND RISKS INCLUDE BUT ARE NOT LIMITED TO:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and or malfunction or misuse of my own or others' equipment.
3. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration on hills and inclines.
4. Variation and/or steepness of terrain, variation or changing in riding surfaces including but not limited to wet surfaces, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons and other natural and man made hazards.
5. Personal negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging riding surfaces or other obstacles.
6. Fatigue, exhaustion, chill and or dizziness, which may diminish my (or my minor Child's) reaction time and increase the risk of accident.
7. Impact or collision with other skaters, spectators, facility employees/volunteers.

8. I AGREE THAT I (or my minor child) WILL WEAR A HELMET AT ALL TIMES.

However, a Helmet cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.

9. I UNDERSTAND THAT OTHER PROTECTIVE GEAR IS AVAILABLE. I understand that The Paradox encourages the use of elbow, knee and wrist protection and that it is available free of charge.

I UNDERSTAND THAT THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration for being permitted to participate in the above described activities, I hereby agree, acknowledge and appreciate that:

1. I Hereby release and hold harmless with respect to any and all injury, disability, death or loss or damage to person or property, whether caused by negligence or otherwise, the following named persons or entities, herein referred to as releasees. The Paradox Teen Center, Board of Directors, Board Members and Volunteers

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities where caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth by this Agreement.

4. This Agreement shall apply to any and all injury, disability, death or loss or damage to person or property occurring at any time after the execution of this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

For minor aged participants: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

Picture of Driver's License

BY SIGNING THIS FORM, YOU THE PARENT, ARE GIVING DOCUMENTED PROOF THAT YOU ARE ALLOWING YOUR MINOR CHILD THE CHOICE TO USE ONLY A CPSC CERTIFIED HELMET INSTEAD OF PARADOX TEEN CENTER'S RECOMMENDED FULL SKATE PROTECTION WHILE USING THIS INDOOR SKATE PARK.

By signing this you as Parent/Legal Guardian agree to release "The Paradox" of all claims for both yourself & your Minor Participant

Name of Participant (PRINTED Clearly) Age _____ Date of Birth ____/____/____

SIGNATURE of Adult Participant or the Parent/Legal Guardian of Minor Participant. PRINTED Name of Parent or Legal Guardian of Minor Participant. ____/____/____
Date

Valid Driver's License # _____ State _____ EXP _____

Mailing Address _____ City _____
State _____ Zip _____

Student's Phone # _____ Parent's Phone # _____
Other Emergency Contact & Number _____
E-mail Address (optional) _____@_____

I understand that The Paradox is using a Video Security System for both the student's safety and for helping to protect The Paradox Volunteers and Property. I also understand that students are constantly taking pictures and video and there is no way to monitor what they are putting online. If you see offensive media please tell our staff so that we can try to deal with it. I also understands that The Paradox takes pictures and videos for promotional use and that entering our facility is giving us permission to use them.

