

CITY OF LAKE FOREST - ETNIES SKATEPARK LIABILITY WAIVER

Last Name _____ First Name _____

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

I know that skateboarding, in-line skating, rollerskating, rollerblading and BMX bike riding are inherently dangerous sports and activities 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 (collectively, "damages"), necessarily increase when using ramps, curbs, steps, half 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 the CITY OF LAKE FOREST (hereinafter, "CITY") 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, or presence at, the Etnies Skatepark. By this agreement I also intend to release, discharge and absolve CITY from any and all liability for any active or passive negligence whatsoever by CITY and to waive and relinquish any claim or cause of action against CITY 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 CITY and promise not to sue or exercise any legal right to seek damages from CITY.

In consideration of utilizing the Etnies Skatepark, 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, while in the interior or exterior of the premises of the Etnies Skatepark, I hereby agree:
 - a. To wave any and all claims for Damages that I may have against CITY, its managers, employees, officers, directors, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person, company or entity in any way associated with it;
 - b. To release CITY 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 the Etnies Skatepark.
 - c. To hold harmless and indemnify CITY 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 the Etnies Skatepark.

2. To allow CITY to use my picture or other likeness, or my child's picture or likeness, in the CITY's general publicity and skate park materials.- In addition, I also waive and release the use of my picture or likeness, or my child's picture or likeness, for any reason or purpose.

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.

I HAVE READ, UNDERSTAND AND AGREE to be bound by the Rules of Safety/Conduct governing my conduct while using the Etnies Skatepark. I understand that these rules are strictly enforced.

THE UNDERSIGNED FURTHER AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED FURTHER CERTIFIES that he/she has no medical condition that would cause participation in activities at the Etnies Skatepark to be potentially hazardous to his or her health. In addition, this agreement shall constitute authorization for the Etnies Skatepark 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 Etnies Skatepark.

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 CITY or anyone else with regard to the subject matter of this Agreement.

If I am less than 18 years old, my parent [legal guardian] and I hereby certify that I am less than 18 years old. 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] are aware that, by signing this Agreement, I [we] assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against CITY.

Participant's signature _____ Date _____ Emergency Contact: _____
Parent [legal guardian] signature _____ Date _____ Phone _____
Parent [legal guardian] driver's license # _____ Phone _____
Address _____ City _____ Zip _____
Participant's Birthdate _____

NOTE: If City staff cannot witness the parent or guardian's signature, the form must be notarized.