

The Park Corporation of Melbourne
DBA The PARK
2405 South Harbor City Blvd.
Melbourne, Florida 32901
www.theparkatmelbourne.com

WAIVER OF RIGHTS, RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS, HOLD
HARMLESS & INDEMNIFICATION AGREEMENT

READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS AND HOLD HARMLESS AGREEMENT CAREFULLY BEFORE YOU SIGN IT. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS:

Participant Last Name: _____ First Name: _____
Address: _____
City: _____ State: _____ Zip _____
Date of Birth: _____ Phone: () _____ () _____ () _____

In consideration of being allowed to participate in any way (Activities) at THE PARK (The Facilities) or related events and activities at 2405 S. Harbor City Blvd. Melbourne, FL or participation in any team related or contest event here or outside of the facilities We (I) understand and agree as follows:

1) I/We understand and acknowledge that participating in skateboarding and activities at THE PARK are dangerous and involve known and unanticipated risks which often result in physical or emotional injury, paralysis, death or damages to the minor participant to others or to property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

I/We understand that among other things, there is a strong risk of:

- Collisions with other skaters, people, equipment, walls or other fixed objects
- Falling down, slipping, tripping or injury or death may result.
- The failure of equipment belonging to the minor participant, myself/ourselves THE PARK or others, objects pebbles, sand, oil, water, cracks, holes, other debris or other conditions on the skating surface that may cause the Minor participant to fall or otherwise get injured, be struck in the head or body by skating equipment or accessories or other skaters.
- Broken bones, sprains, head, neck and back injuries, abrasions and minor or major bruises.
- The negligence, failure to act reasonably and failure to exercise due care by THE PARK, its employees, staff and agents, the participant or others.

2) I/We understand that the risks discussed above cannot be eliminated without jeopardizing the essential quality of the Activities and that the use of helmets and safety pads assist to reduce the risk but in no way eliminates the risks. Furthermore, I/We understand that THE PARK employees seek the safety of all skaters, they are not infallible. They may be unaware of a participant's physical ability or fitness to participate. They might misjudge the weather, elements or terrain conditions. They may give inadequate warnings or instructions and the equipment being used might malfunction. I/We agree, accept and will assume all of the risks existing in this activity. I/We have agreed to allow the Participant to participate in the Activities despite the known risks. The participant may not be covered under insurance owned by THE PARK and I/We agree to assume all the risks of skateboarding, and all other activities at the Facilities.

3) The participant knowingly and willingly assumes all such risks and agrees to comply with the stated and customary terms and conditions for participation. The participant knows their own abilities and will use the Facilities and/or mobile skate park ramps within their own skill levels. Participation in the Activities in an unusual or aberrant manner or engaging in excessively dangerous stunts or moves will increase the risks to the Minor Participant and others. I/We are aware of the risks and necessity to comply with the terms and conditions for participation because I/We understands them.

4) The Participant agrees that if they observe any unusual significant hazard during their presence or participation, they will remove themselves from participation and bring such hazard to the attention of the nearest official or staff member immediately.

5) I/We on behalf of my heirs, assigns, personal representatives & next of kin do hereby release, waive and discharge THE PARK including but not limited to their officers, directors, stockholders, agents, employees, staff, or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives of all liabilities, claims, actions, damages, costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which I/We may have against them arising out of or in any way connected to the Participant's participation in the Activities or presence at the Facilities. I/We understand that this waiver includes any claims based on the negligence simple or gross action or inaction of THE PARK or any other person present at the Facilities. Regardless of whether the action of the above party or other person was active or passive and will indemnify and hold harmless THE PARK, including but not limited to their directors, officers, stockholders, agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives from all liabilities, claims, actions, damages, costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before of at trial, or in appellate or bankruptcy proceedings) which an other person may have against them based on any actual or claimed unintentional, negligent, wrongful or intentional act or omission by the Participant arising from or as a result of the Minor Participant's presence and participation in the Activities at the Facilities or outside participation in special skate park float or events. Further I/We agree to pay any and all attorney and paralegal fees prior to trial, at trial, or appellate or bankruptcy procedures THE PARK, their agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives if I/We bring any action, claim or demand against the above parties for any reason for which this release applies.

6) This Agreement shall be binding upon my/our personal representatives, successors, heirs, assigns and other legal representatives by executing this agreement.

7) I/We agree that this agreement is intended to be constructed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this agreement not found to be invalid and the remainder of this agreement shall remain in full force an effect.

8) I warrant that I am the participant and have read and fully understand this Waiver of Right, Release of Liability, Hold Harmless and Indemnification Agreement and that no oral representations, statements or inducements apart from the forgone written agreement has been made.

9) I/We agree to ensure that the Participant shall abide by all rules and regulations that THE PARK may impose regarding the use of the Facilities and the participation in the Activities.

10) I/We agree and understand that this is a continuing release that applies not only to the Participant's present participation in the Activities or presence at the Facilities, but shall also apply to the Participant's future participation in any of the activities of presence at the Facilities. This release shall continue in effect until a written revocation is received by THE PARK at which time the Minor Participant shall no longer be allowed to be present at the Facilities or to participate in any of the Activities.

I have read this waiver and release of liability agreement and fully understand its terms. I understand that I have given up substantial rights by signing it and sign it freely and voluntarily without inducement.

Signature _____ Print

All forms must be notarized.

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____ Who is personally known to me or has produced sufficient identification.

Notary Public Signature

Type of Identification

ADVANCED STATUS DECLARATION - The use of full pads (helmet, elbow, and knee) is required at all times. However if you choose not to wear your elbow or knee pads you do so at your own risk and THE PARK will not be held liable for any injuries sustained as a result of your actions. Any injury resulting from refusal to wear recommended safety equipment will be the full responsibility of the participant. Helmets must be worn at all time with no exceptions.

I understand that by allowing the Participant to participate without the use of recommended safety gear we are subjecting the Minor Participant to possible additional serious injury. I/We also understand that any other possible injury resulting from the refusal to use the recommended safety gear will be the full responsibility of the Participant and THE PARK will not be held liable or responsible for your decision.

I/We agree that the Participant is an advanced skater and understand the above described declaration.

Signature: _____

