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## **Department of Skateboarding Agreement for Waiver and Release, Assumption of Risks & Indemnification**

**This document affects your legal rights. You should read it carefully.  
No membership will be granted without proper completion of this document.**

Member Name \_\_\_\_\_ Parent or Legal Guardian Name \_\_\_\_\_

I, the above Member being above age 18, or the Parent or Legal Guardian of the above member who is under age 18, agree as follows:

I acknowledge and understand that skating, in-line skating, skateboarding, riding bikes and other roller sports are hazardous and dangerous activities that require strenuous exercise and various degrees of skill and experience for the different skating surfaces and venues. I understand that these activities can result in serious injury to the person and damage to property and voluntarily assume any and all risks of loss, damage or injury while on the premises.

I am aware of the risks, hazards and dangers of personal injury, death and disability inherent in entering the premises, as well as those inherent risks, hazards and dangers of personal injury, death and disability in participating in any roller sport event. I am aware that the usual risks, hazards and dangers of personal injury, death and disability increase when using ramps, curbs, steps, half pipes, inclines, or declines, bowls or any other structure or device. I also understand that these risks, hazards and dangers are further increased when other persons, whether of the same level of experience or skill, are using the same facilities.

In consideration for the admission, viewing privileges and use of the facilities of Department of Skateboarding LLC, I hereby agree to release and forever discharge Department of Skateboarding LLC, Utopia Enterprises, Inc, Marvin Lee (landlord), Liz Lee (landlord) and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability, costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to my participation or use of the skate park facility (either in the interior or the exterior), use of equipment or property supplied by Department of Skateboarding LLC or my presence upon the premises, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of Department of Skateboarding LLC or landlord. By this Agreement, it is my intention to surrender and waive any rights to sue or exercise any legal right to seek damages from Department of Skateboarding LLC, Utopia Enterprises, Inc, Marvin Lee, Liz Lee and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf.

I acknowledge that my participation in or the viewing and spectating of activities at Department of Skateboarding LLC is strictly voluntary in spite of the risks and dangers and that no one is forcing me to participate or view and spectate.

I agree to indemnify, hold harmless and defend Department of Skateboarding LLC, Utopia Enterprises, Inc, Marvin Lee, Liz Lee and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability, costs or expenses and attorney fees of any spectator, other member or third party in connection with or arising out of my involvement or participation in any activity at Department of Skateboarding LLC.

I give my consent and permission to Department of Skateboarding LLC to obtain on my behalf of myself or my minor child any emergency medical treatment in case of sickness, accident or injury and to secure such medical attention at my expense.

I agree that this Agreement shall apply to my participating in any and all Department of Skateboarding LLC activities and programs, including but not limited to, open skating, skateboarding, other roller sport activities, practice sessions, instructional sessions, competitions and activities directed by any representative of Department of Skateboarding LLC,

including viewing or spectating of any of the aforementioned activities. This Agreement shall cover all of the aforementioned activities regardless of whether the activities are conducted inside the building, outside the building or at any other location where activities sponsored by Department of Skateboarding LLC may take place.

This Agreement shall be effective and binding upon my heirs, agents, personal representatives and assigns.

I hereby certify that I am over 18 years of age or I am the parent or legal guardian of the minor member listed above. I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this agreement and the effect of the same. I am aware that by signing this Agreement, I assume all risks and waive and release certain substantial rights that I may have or possess.

Member Name \_\_\_\_\_ Parent or Legal Guardian Name \_\_\_\_\_

Member Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Alternate Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Member Date of Birth (MM/DD/YY) \_\_\_\_\_ Drivers License Number \_\_\_\_\_ Gender  M / F

Member Signature \_\_\_\_\_ Parent or Legal Guardian Signature \_\_\_\_\_

**IF PARENT OR LEGAL GUARDIAN OF MINOR DOES NOT APPEAR IN PERSO, THEN THIS SECTION MUST BE WITNESSED AND NOTARIZED BY A NOTARY PUBLIC.**

On \_\_\_\_\_, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, personally known to me \_\_\_ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person executed the instrument. WITNESS my hand and official seal.

[ SEAL ]          \_\_\_\_\_  
NOTARY PUBLIC

