

GardenSK8 LLC. PARTICIPANT/MINOR AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

NAME _____

DATE OF BIRTH _____ AGE _____ TODAY'S DATE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____ EMAIL ADDRESS _____

EMERGENCY CONTACT AND CELL NUMBER (MUST BE A PARENT OR GUARDIAN FOR ANY MINOR CHILD)

In consideration of the services of **GardenSK8 Skatepark, LLC**, their agents, owners, officers, volunteers, participants, employees, and any and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**GardenSK8**"), I/We hereby agree to release, indemnify, and discharge **GardenSK8** on behalf of myself, my children, my parents and/or guardians, my heirs, assigns, personal representative(s) and estate as follows:

1. I hereby acknowledge that skateboarding entails both known and unanticipated risks that may result in physical and/or emotional injury, paralysis, death or damage to my person, to my property or to the person or property of unrelated third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essence of the sport commonly known as skateboarding.

These risks include, but are not limited to:

- ❖ Collision(s) with other participants, employees and/or spectators, the walls, ramps, and/or other fixed or moveable objects;
- ❖ Tripping, Slipping and/or Falling down;
- ❖ Equipment failure either of my own, borrowed and/or rented;
- ❖ Negligence (either my own or someone else's);
- ❖ Objects or conditions within the skatepark itself that may cause me to trip and/or fall;
- ❖ Injuries such as broken bones, sprains, specific bodily harm including head and back injuries, abrasions, and bruises.

It is important to note that while GardenSK8 employees are trained and educated as to all rules and safety measures, they are not infallible and have inherently difficult tasks to perform. The main goal of GardenSK8 is to provide a secure environment for skateboarders of all ages and skill levels, however there is a certain amount of self-responsibility and awareness that is necessary due to the nature of the sport. All GardenSK8 owners, managers and employees seek safety first and foremost, however there are occasions where even their best efforts will not prevent an incident from occurring. For example, GardenSK8 relies on each individual's (or their guardian's) assessment of their own fitness and/or abilities. Therefore, despite GardenSK8's best efforts to continuously maintain a safe and secure environment for all skaters, it is possible for an incident to occur due to inadequate warnings or instructions and/or the malfunctioning of equipment.

2. I and/or my parents or guardians or consented adults, expressly agree and willingly promise to accept and assume any and all of the risks existing in whatever activities they perform within the confines of GardenSK8. For the avoidance of doubt, my participation in this activity is purely voluntary, and I elect to participate in spite of the risks that were herein relayed to me.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GardenSK8 from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity and/or my use of GardenSK8's equipment or facilities, **including any such Claims which allege negligent acts or omissions of GardenSK8.**

4. Should GardenSK8, an employee, manager, owner, assignee or anyone acting on their behalf be required to incur any legal fees and/or costs (including those of an attorney) to enforce this agreement, I agree to indemnify, reimburse and hold GardenSK8 harmless for all such fees and costs.

5. I certify that I personally (or that my parents and/or guardians or consented adults) have adequate insurance to cover any injuries or damages I may cause or suffer while participating in any activities at GardenSK8. If for some reason I do not have adequate personal insurance or my insurance company denies such a claim for any reason whatsoever, I herein agree to solely bear the costs of such injuries or damages myself. I further certify that, to the best of my knowledge, I have no medical or physical conditions that could interfere with my safety or participation in these activities at GardenSK8, and therefore will solely assume the responsibility and costs incurred in the event of risks created by an underlying condition.

6. In the event that I file a lawsuit against GardenSK8, I agree to do so solely in the State of New Jersey, County of Morris and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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 signing this document, I acknowledge that if anyone is hurt or property is damaged during my or Minor's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GardenSK8 on the basis of any claim from which I have released them herein.

I (and/or consented signer) have been given sufficient opportunity to read this entire document. I have read and understood it, realize I am entirely responsible for my and or Minor's actions and safety while participating in activities at GardenSK8, and therefore, I agree to be bound by its terms.

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of the undersigned participant being permitted by GardenSK8 to participate in activities at their skatepark and to use their equipment and facilities as they are presently functioning, I further acknowledge that I have read and understand this Waiver and agree to indemnify and hold harmless GardenSK8 from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Further, if I am hereby signing for a Minor who is not my child and of who I do not have legal custody, I acknowledge herein that I have been given informed consent by the legal guardian(s) of such Minor, of whose name and number appears above as the emergency contact for such Minor, and of who are aware of this Waiver and its contents.

Adult Participant/Parent/Guardian/Consented Adult Signature

SIGN: _____ PRINT: _____
RELATION TO MINOR: _____ CELL: _____

