

# PRINT NEATLY AND CLEARLY WITH INK ONLY!

## Participation Will Not Be Granted If All Of The Following Is Not Properly Completed!



4215 East Columbus Drive, Tampa, Florida 33605 Phone (813) 621-6793 Fax (813) 621-7497 www.skateparkoftampa.com

### PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

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

- I acknowledge that my participation in skateboarding, in-line skating, BMX bicycling, Soap shoes, scooters, or other activities or sports known as dangerous but not mentioned above entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.  
  
**The risks include, among other things:** Collision with other participants, the walls, or other fixed objects; falling down; my own equipment failure or the failure of others' equipment; my own or others' negligence; and objects or conditions on the surface that may cause me to fall; broken bones, sprains, head and back injuries, abrasions, and bruises. Furthermore, SPoT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SPoT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SPoT's equipment or facilities, **including any such claims which allege negligent acts or omissions of SPoT.**
- Should SPoT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against SPoT, I agree to do so solely in the state of Florida, 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 upon entering SPoT or during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SPoT on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

(Participant's Information) Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Print First Name \_\_\_\_\_ Print Last Name \_\_\_\_\_

Street Address \_\_\_\_\_ Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Emer. Contact Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Emer. Contact Name \_\_\_\_\_ (Circle One) Skateboard Inline BMX Other

D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_ Email \_\_\_\_\_

#### PARENT'S OR GUARDIAN'S ADDITIONAL IDENTIFICATION - MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18 BY PARENT OR GUARDIAN ONLY

In consideration of \_\_\_\_\_ (Print minor's name) ("Minor") being permitted by SPoT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SPoT 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.

Parent's Or Guardian's Signature \_\_\_\_\_ Relationship To Minor \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Print First Name \_\_\_\_\_ Print Last Name \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

**Notary Stamp:**

#### IF PARENT/GUARDIAN IS NOT PRESENT, FORM MUST BE NOTARIZED.

Notary Signature \_\_\_\_\_

Notary Date \_\_\_\_/\_\_\_\_/\_\_\_\_

CHECK THIS BOX IF CUSTOMER IS ALREADY LISTED IN DATABASE BUT HAS NO WAIVER Shop Employee Initials \_\_\_\_\_ Data Entry Employee Initials \_\_\_\_\_