



PRINT NEATLY AND CLEARLY WITH INK ONLY!

Participation Will Not Be Granted If All of the Following Is Not Properly Completed!

SPoT - 4215 E. Columbus Dr. | Tampa, FL | 33605 | (813) 621-6793 | SPoTTampa.com | @SPoTTampa

PARTICIPATION 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:

1. I acknowledge that my participation in skateboarding, BMX bicycling, scooters, or other activities or sports whether or not such activities or sports are 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, or the equipment being used might malfunction.

2. 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.

3. 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.**

4. Should SPoT or anyone acting on their behalf be required to incur attorney's fees and costs relating to or arising out of this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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.

6. 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 or any other jurisdiction. 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 I am hurt, anyone else is hurt, or property damage results as a result of my entering SPoT or during my participation in any 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 BMX Other

D.O.B. ____/____/____ Age _____ Email _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION - MUST BE COMPLETED FOR PARTICIPANTS UNDER 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 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 _____