

**FACTORY SKATEPARK
WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING**

In consideration of being allowed to participate in anyway in the Factory Skate Inc. athletic/sports program, related events and activities, I (please print) _____, the undersigned acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. And while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I/WE KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS FACTORY SKATE INC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (Releasees). WITH RESPECT TO AND ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ DOB: _____ Address _____ City _____ State _____ Zip _____
PARTICIPANT'S SIGNATURE

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the RELEASEES, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
PARENT/ GUARDIAN'S SIGNATURE DRIVERS LICENSE # OR ID EMERGENCY PHONE (#'S)

Date Signed: _____

MEDICAL RELEASE: In the event that I cannot be reached in an emergency, I hereby give permission to any licensed physician, surgeon, clinic, or hospital to secure proper treatment, and to order anesthesia, for my child/myself as named above. My child/I am allergic to the following medications _____ Doctor to be notified in case of emergency: _____

Legal guardian / parent or + 18 yr. participant signature X _____

SIGNATURE MUST BE NOTARIZED UNLESS WITNESSED BY AN EMPLOYEE OF FACTORY SKATEPARK
WITNESS SIGNATURE: _____ DATE SIGNED: _____

State of _____
County of _____

On this date, _____, 20____, before me, _____, personally appeared be the person(s) whose name(s) is subscribed above, and acknowledged to me that (s)he/they executed the same in the capacities set forth above, for the purpose and consideration therein expressed.

WITNESS my hand and official seal.

(Notary Signature)
Notary for _____
My Commission expires _____