

THE SKATE BARN (PAGE 1 OF 2)

AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEERS RELEASE DISCHARGE, ACCEPTANCE OF RESPONSIBILITY AND ACKNOWLEDGMENT OF RISKS.

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT.

(Please Print)

Today's Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

If under 18, name of parent or guardian \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I, the above-named person, being above age eighteen, or the legal guardian of the above-named person who is under 18, in consideration of the services of THE SKATE BARN, the rate charged for those services and the right to engage in skateboarding as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with THE SKATE BARN and all other persons or entities, and release and discharge THE SKATE BARN and all other persons or entities, on behalf of myself, my heirs, assigns, personnel representative and estate as follows:

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer, bears certain known risks and unanticipated risks which result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand and expressly acknowledge those risks may result in personal claims against THE SKATE BARN or claims against me by spectators or other third parties.

Among these risks are the following:

1. The nature of skateboarding itself (particular risks of activity);
2. The acts or omissions, negligent in any degree, of THE SKATE BARN, its agents of employees, and other persons or entities;
3. Latent or apparent defects or conditions in equipment, or property supplied by THE SKATE BARN, or other persons or entities;
4. Use or operation, by myself or others, of equipment supplied by THE SKATE BARN, other persons or entities;
5. Acts of other participants while skateboarding, employees and agent of THE SKATE BARN, or other persons;
6. Weather condition;
7. My own physical condition, or my own acts or omissions;
8. First aid, emergency treatment or other services rendered;
9. Consumption of food or drink

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, expressly except those risks not specifically listed above as well.

ACCEPTANCE OF RESPONSIBILITY

Being aware that skateboarding entails risks of injury to myself and a risk of injury to spectators or other third parties as a result of my action, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to spectators or other third parties and their property arising from my participation in skateboarding. My participation in skateboarding is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks. I have read this page, and INITIAL to show that I understand and agree: \_\_\_\_\_

THE SKATE BARN (PAGE 2 OF 2)

RELEASE

I hereby voluntarily release and forever discharge THE SKATE BARN, its agents or employees, and all other persons or entities from all liability, claims, demands, actions or rights of action, which are in skateboarding, including specifically but not limited to the negligent acts or omissions of THE SKATE BARN, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease and damage to myself or to my property. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against THE SKATE BARN, its agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to myself or to my property, arising from or connected with my participation in skateboarding or from any claim asserted against me by spectators of other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF I AM HURT OR IF MY PROPERTY IS DAMAGED WHILE I AM SKATEBOARDING, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE SKATE BARN, OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against THE SKATE BARN, its agents or employees, and other persons or entities, including specifically, but not limited to, rights, arising from or claims for the agents or employees, all other persons or entities. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other third parties against me as a result of my participation in skateboarding.

REPRESENTATION OF PHYSICAL CONDITION

Are there any physical or mental conditions for which you have received medical treatment or for which you are currently receiving medical treatment? If so, please describe those conditions below:

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: \_\_\_\_\_

ENTIRE AGREEMENT

I understand that this is the entire agreement between myself and THE SKATE BARN, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of THE SKATE BARN, or by me. My signature below indicates that I have read this page and this entire document and that I understand it completely and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN (if under age 18) \_\_\_\_\_

SIGNATURE OF THE SKATE BARN EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

**\*SIGNATURE MUST BE NOTARIZED UNLESS WITNESSED BY AN EMPLOYEE OF THE SKATE BARN\***

ACKNOWLEDGEMENT

State of North Carolina  
County of Pender

On this \_\_\_\_\_ (date) before me, \_\_\_\_\_, personally appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), for the purposes and consideration therein expressed.

WITNESS my hand and official seal. \_\_\_\_\_

Signature of Notary