

Hillstreet Skate Park Participation Agreement Assumption of Risk, Waiver of Liability, and Indemnification

This Participation Agreement/Assumption of Risk, Liability, and Indemnification must be signed and on-file with the City of Frederick Recreation Department as a condition for using the Hillstreet Skate Park (the "Skate Park"). Persons not registered with the City are denied permission to use the Skate Park.

PARTICIPANTS / PARENTS (if participant is 17 years of age or younger): Please read (or help your child read) and understand the following:

I understand:

- 1) that there are certain dangers, risks, and hazards inherent in the use of the Skate Park, including but not limited to falling and/or colliding with fixed or movable structures and/or other participants;
- 2) that conditions in the Skate Park may become more hazardous or dangerous during use of the Skate Park due to changes in weather, temperature, the actions of other users of the Skate Park, and/or other changes in circumstances;
- 3) that the potential consequences of using the Skate Park include, but are not limited to, the possibility of property damage and/or bodily injury, including death, permanent disability, and other serious bodily injury;
- 4) the rules and regulations for use of the Skate Park, as explained in any written materials and/or explained by City staff;
- 5) that permission of the City to use the Skate Park is conditioned on compliance with Skate Park rules and directions of the City staff; and
- 6) that the City requires participants to wear certain protective gear as set forth in the Skate Park Rules.

I agree:

- 1) that I use the Skate Park at my own risk and that the City of Frederick, its officers, employees, agents, and representatives shall not be liable to me for any damage or injury, whatsoever, to my person or property arising out of or in connection with my use of, or presence in, the Skate Park;
- 2) to follow the directions of the City staff while in the Skate Park;
- 3) to inform a City staff member of any dangerous or potentially hazardous situation I may observe;
- 4) that if I do not understand how an activity is performed or how a piece of equipment is to be used, I will ask a City staff member prior to beginning the activity; and
- 5) to abide by Skate Park Rules, a copy of which is attached hereto, as they may be amended, and such other rules as may be posted at the Skate Park.

In consideration of participant _____ receiving permission from the City of Frederick to use the Hillstreet Skate Park, the undersigned participant (and his/her parent/guardian) hereby knowingly and voluntarily agree, on behalf of themselves and their heirs, successors and assigns to:

- a) assume responsibility for all risks of loss, damage, or injury (including but not limited to disability and/or death) that may be sustained by participant or participant's property, which may arise out of, result from, or be associated with participant's use of, or presence in, the Skate Park, whether arising from the negligence of the Mayor and Board of Aldermen of the City of Frederick or its agents, officers, employees and representatives, or otherwise;
- b) forever release and discharge the Mayor and Board of Aldermen of the City of Frederick, and its agents, officers, employees, and representatives from liability for any and all bodily injury (including but not limited to disability and/or death), property damage, and/or any other loss whatsoever which may arise out of, result from, or be associated with the participant's use of, or presence in, the Skate Park, whether arising from the negligence of the Mayor and Board of Aldermen of the City of Frederick or its agents, officers, employees and representatives, or otherwise; and
- c) hold harmless and indemnify the Mayor and Board of Aldermen of the City of Frederick, and its agents, officers, employees, and representatives from liability for any and all claims, demands, or action whatsoever for injuries, damages, or losses to any person (including but not limited to disability and/or death) or property which may arise out of, result from, or be associated with participant's use of, or presence in, the Skate Park, whether said injury, damage, or loss is due to the negligence of the Mayor and Board of Aldermen of the City of Frederick or its agents, officers, employees and representatives, or otherwise.

Signature of Participant

Print Name of Participant

Date

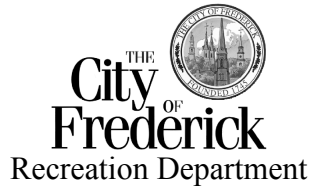
IF PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER THE FOLLOWING IS REQUIRED TO BE COMPLETED:

PARENT/GUARDIAN: By my signature below, I hereby certify that I have reviewed the above with my child and that he/she understands his/her risks and responsibilities as a user of the Skate Park. I further certify that I fully understand and acknowledge said risks and responsibilities, and hereby grant permission for my minor to use the Skate Park.

Signature of Parent/Guardian

Print Name of Parent/Guardian

Date



Hillstreet Skate Park Registration Form

PARTICIPANT INFORMATION:

City Resident: Non-City Resident:

Last Name: _____ First Name: _____ Age: ____ DOB: __/__/__

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ School Attended: _____

Emergency Contact: (must be completed)

Name: _____ Phone: _____

PARENT / GUARDIAN INFORMATION: (REQUIRED IF PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER)

Last Name: _____ First Name(s): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: (day) _____ (evening) _____ (cell) _____

Emergency Contact: (must be completed and must be other than parent)

Name: _____ Phone: _____

FOR OFFICE USE ONLY:

Yearly Pass Holder? Yes No

If yes, type of pass: Youth City Resident Youth Non-City Resident
Adult City Resident Adult Non-City Resident

Yearly Pass expiration Date: ____/____/____

Renewals: _____

Comments/Discipline/Suspensions: _____

