



Sk8park

Paia Youth & Cultural Center

SK8PARK Participant Release, Waiver & Indemnity Agreement

PARTICIPANT NAME: (Last) _____ (first) _____ Age: _____

Membership Type: (circle one)

GENERAL ADMISSION

MEMBER

TOURIST

We know that skateboarding and in-line skating are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. We know that the risks, hazards and dangers include, but are not limited to uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above-defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities").

By this Agreement, it is our intention to relieve Paia Youth Council, Inc., a Hawaii Non-Profit Corporation, a.k.a. Paia Youth & Cultural Center, a.k.a. Paia Youth Center, its affiliated clubs, their respective administrators, directors, agents and any and all employees, officers, directors, and agents of the organization, other members/participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises (collectively referred to as "PYCC"), any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my, and my child's, use of or presence at the Paia Youth & Cultural Center. By this Agreement, I also intend to release, discharge and absolve PYCC from any and all liability for any active or passive negligence whatsoever by PYCC and to waive and relinquish any claim or cause of action against PYCC for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of PYCC and promise not to sue or exercise any legal right to seek damages from PYCC.

In consideration of being able to participate and use the skate park operated by the Paia Youth & Cultural Center, including related events, and activities, the undersigned acknowledges, appreciates and agrees that:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages, which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the Paia Youth & Cultural Center, we hereby agree:

a. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES AND RELEASE PYCC, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THEM OR OTHERWISE, to the fullest extent permitted by law.

b. To release PYCC, from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, the Hazardous Activities while at Paia Youth & Cultural Center.

c. To hold harmless and indemnify PYCC from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at Paia Youth & Cultural Center. I, for myself and on behalf of my/our heirs, assigns, personal representatives and net of kin, HEREBY INDEMNIFY AND HOLD HARMLESS PYCC from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent of the law.

2. This waiver and release of liability and indemnification agreement (collectively referred to as "Waiver and

Release”) shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.

3. We have read, understand and agree to be bound by the Rules of Safety/Conduct governing my conduct while using any of the facilities at the Paia Youth & Cultural Center. We understand that these rules are strictly enforced and violation of the rules may result in permanent expulsion from the skate park at Paia Youth & Cultural Center. If I observe any unusual significant concern in my readiness for participation and/or in the program itself, I will remove myself from participation and bring such to the attention of the nearest supervisor immediately.

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO WAIVE THE RIGHT TO A JURY TRIAL.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Hawaii and if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect. The undersigned further certifies that he/she has no medical condition, which would cause participation in activities at the Paia Youth & Cultural Center to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization, but not obligation, for Paia Youth & Cultural Center to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if any injury occurs while at Paia Youth & Cultural Center.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from this Agreement have been made by PYCC or anyone else with regard to the subject matter of this Agreement.

I have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I have had the opportunity to ask any questions about this Agreement and about PYCC. I am aware that by signing this Agreement I (and parent or guardian if under 18) assume all risks and waive and release certain rights that I and my heirs, next of kin, family relatives, guardians, executors, administrators, trustees and assigns may have against PYCC.

Amateur Minor Athletic Waiver and Release of Liability

In consideration of being allowed to participate in any way in Pa’ia Youth & Cultural Center athletics/sports programs, and related events and activities, the undersigned:

1. Agree that the parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence but the action, inaction and negligence of others, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent total disability or death.
4. Release, waive, discharge and covenant not to sue Pa’ia Youth & Cultural Center, its affiliated clubs, their respective administrators, directors, agents and other employees of the organization, other members/participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as “releases,” from any and all claims, demands, losses or damages on account of injury, including death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, and I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW.

PARTICIPANT INFORMATION

IF UNDER 18 YEARS OLD, PARENT OR LEGAL GUARDIAN MUST SIGN AT SK8PARK OR NOTARIZE THIS WAIVER.

Name: _____ Signature: X _____ Date: / / .

Phone Number: () _____ Date of Birth: ___/___/___ Age: ____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact Name: _____ Phone:() _____

PARENT/LEGAL GUARDIAN INFORMATION

Parent Name: _____ Signature: X _____ Date: / / .

Phone Number: () _____ Parent/legal guardian Driver's license no. _____

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

Sk8park Staff Signature: X _____ Date: / / .

NOTICE: Unless Parent Signs form as Witnessed by Authorized Adult Sk8Park Staff, this Waiver Must be Signed by the Participant and Parent in the Presence of a Notary Public if under 18 years

Subscribed and sworn to before me this
_____ day of _____, 200__.

Subscribed and sworn to before me this
_____ day of _____, 200__.

Name: _____
NOTARY PUBLIC, State of Hawaii,
My Commission expires: _____

Name: _____
NOTARY PUBLIC, State of Hawaii,
My Commission expires: _____