

SKATE PENN

Release of Liability
Participant Agreement, Release, and Assumption of Risk
Read Carefully- This effects your Legal Rights

In exchange for participation in the activity of Skateboarding organized by Skate Penn ("S.P."), of 209 W. Calder Way, State College, Pennsylvania, 16801 and/or use of the property facilities and services of S.P., I agree for myself and (if applicable) for the members of my family to the following:

1. I agree to observe and obey all posted rules and warning, and further agree to follow any oral directions or instructions given by S.P., or employees, representatives or agents of S.P.
Furthermore, S.P. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a person's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I recognize that there are certain inherent risks associated with the above described activity. The risks include, among other things: Collision with other participants, the walls, 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. I assume all responsibility for personal injuries to myself and (if applicable) my family members, and further release and discharge S.P. for injuries, loss or damage arising out of my family's use of or presence upon the facility of S.P., whether caused by the fault of myself, my family or other third parties.
 - a. Although we do not require safety gear, such as helmets, knee pads, elbow pads, teeth guards or other such safety devices, we do highly recommend that all participants wear such apparel for their protection and safety.
3. I agree to indemnify and defend, voluntarily release, forever discharge S.P. against all claims, causes of damage, judgments, costs or expenses, demand or causes of actions, including attorney fees and other litigation cost, which may in any way arise from my or my family's use of or presence upon the facilities of S.P.
4. I agree to pay for all damages to the facilities of S.P. caused by my or my family's negligent, reckless, or willful actions.
5. I consent to the participation of my [REDACTED] (relationship), [REDACTED] (name), of [REDACTED] (address), [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code) in Skateboarding, and agree on the behalf minor to all terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of [REDACTED] (name).

6. In the event of an injury to the above minor during the above described activities, I give my permission to S.P. or the employees, representatives, or agents of S.P. to arrange for all authority will begin **April 17, 2008** and will remain in effect until terminated in writing by the undersigned. S.P. shall have the following powers:
- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital.
 - b. The Power to authorize medical treatment or medical procedure in an emergency situation.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participation, or else I agree to bear the cost 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.
8. In the event that I file a lawsuit against S.P., I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of Pennsylvania shall apply in that action without regard to the conflict of law rules of that state. 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 anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against S.P. on the basis of any claim from which I have released herein.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS.

Dated: _____

Signature of Participant: _____

Print Name: _____

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

Phone: (____) _____ - _____ Birth date: ____/____/____

Signature of Parent/Guardian: _____

Print Name: _____

Date: _____

Relationship to Minor: _____

Red for PARENTS OF MINORS

Blue for PARTICIPANT