

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I hereby assume all of the risks of participating in Skateboard Lessons, Programs, or Events Including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in Skateboard Lessons, Programs, or Events. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the Skateboard Lessons, Programs, or Events in which I may participate and that it will govern my actions and responsibilities at said Skateboard Lessons, Programs, or Events.

In consideration of my application and permitting me to participate in this Skateboard Lesson, Program, or Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this Skateboard Lesson, Program, or Event. THE FOLLOWING ENTITIES OR PERSONS: Sunset Skates Hawaii, William Akers, Elizabeth Hueter, and/or their coaches, agents, representatives or volunteers.

(B) **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this Skateboard Lesson, Program, or Event, whether caused by negligence or otherwise.

I acknowledge that this Skateboard Lesson, Program, or Event may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people, including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration.

I consent and agree that Sunset Skates Hawaii, William Akers, Elizabeth Hueter, and/or their coaches, agents, representatives or volunteers may take photographs or digital recordings of me as participant during this event and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Print Participant's Name _____ **Participant's Age** _____
Signature (if under 18 years Parent or Guardian must sign) Date

x _____

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The Undersigned parent and or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Skateboard Lessons, Programs, or Events, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Skaters Name _____ **Age** _____

Phone _____

Address _____ **City** _____

Zip _____

Skaters Signature x _____

Date _____

If under 18:

Parent/Legal Guardian Name _____

Parent/Legal Guardian Signature x _____

Additional Waiver for Marissa's Bowl

AGREEMENT OF: EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE, INDEMNITY FOR ALL THIRD PARTY CLAIMS.

EACH OF THE UNDERSIGNED ("We") for himself, his heirs, next of kin, family, relatives, personal representatives and successors, know that skate boarding, in-line skating, bicycle riding and use of a trampoline are inherently dangerous sports and are activities in which we choose to 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, necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls, trampolines or any other structure and device. We know that the risks, hazards and dangers include but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, colliding with other users 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 sports and activities are collectively referred to throughout this agreement as the "Hazardous Activities".

By this agreement it is our intention to, and We do, relieve and RELEASE Marisa Griffin (collectively referred to throughout this agreement as the "Owners") of any duty to us and We do assume the entire risks of any of the damages which might occur at any time during or as a result of any use of the facilities or presence at 59-747 Maulukua Road, Haleiwa, HI 96712 (collectively referred to throughout this agreement as the "Premises"). By this agreement, We also intend to, and We do RELEASE, DISCHARGE AND ABSOLVE the Owners from any and all future liability for any active or passive negligence whatsoever, and do WAIVE AND RELINQUISH any future claim or cause of action against the Owners for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss (collectively referred to throughout this agreement as the "Damages") caused by any negligence of the Owners, and promise not to sue or exercise any legal right to seek damages from the Owners, which is in any way related to or arises out of any Hazardous Activities. We agree that Owners shall have no duty or responsibility to provide any adult supervision or security during the time We use the Premises or engage in any Hazardous Activity at the Premises nor shall Owners have any duty or responsibility to enforce the Rules of Conduct set forth on the next page.

IN CONSIDERATION OF USING THE PREMISES, WE FURTHER AGREE AS FOLLOWS:

1. As to any participation by any of the undersigned in any activity including but not limited to The Hazardous Activities, and as to any liability for The Damages which any of the undersigned may at any time hereafter suffer or incur due to any cause whatsoever, while in the interior or the exterior of the premises at, We hereby agree:

- a. Forever to waive any and all claims for damages that We may have against the Owners.
- b. To release the Owners from any and all liability for the Damages that the undersigned may suffer or incur, or that the undersigned's next of kin may suffer as a result of my participation in any activity, including but not limited to, the Hazardous Activities while at the Premises, and
- c. To indemnify, defend, protect and hold harmless the Owners from any and all liability for the Damages to the undersigned or to any third party resulting from participation by the undersigned in any activities while at the Premises.

2. This agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon the undersigned's heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, personal representatives, trustees and assigns, in the event of my injury, disability or death.

3. We have read, understand, and agree to be bound by and act in accordance with the Rules of Conduct listed below, governing our conduct while at the Premises.

We have completely read and understand this waiver and release and its terms. Prior to signing the Waiver and Release, We have reviewed the following Rules of Conduct and understand them and this agreement. We are aware, that by signing this Waiver and Release, We assume all risks and waive and release certain rights that We and our heirs, next of kin, family, relatives, guardians, executors, administrators, personal representatives, trustees, and assigns might otherwise have against the Owners.

Skateboard Bowl Rules of Conduct

1. The following safety gear should be worn at all times while using the bowl:

Helmet, Knee Pads, Wrist Guards, Elbow Pads.

2. Always look around and be aware of other skaters

3. No throwing skateboards

4. Only one person at a time

5. Do not attempt tricks which are beyond your capability or which could be dangerous or result in injury to yourself or others.

6. If observing others, stand away from the bowl

7. Do not get water in the bowl

Skaters Name _____ Age _____

Phone _____

Address _____ City _____

Zip _____

Skaters Signature x _____

Date _____

If under 18:

Parent/Legal Guardian Name _____

Parent/Legal Guardian Signature x _____

Date _____