

INFLOW BIKE AND SKATEPARK LTD.

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. IF THE PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE AT THE TIME OF REGISTRATION, A PARENT OR LEGAL GUARDIAN MUST SIGN THIS DOCUMENT, IN THE VIEW OF PARK STAFF; OTHERWISE SUFFICIENT IDENTIFICATION MUST BE PROVIDED.

*** PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING ***

IN CONSIDERATION of the services of **INFLOW BIKE AND SKATEPARK LTD.**, their owners, employees, volunteers, agents, officers, participants and all other persons or entities acting in any capacity on their behalf, **I HEREBY AGREE** to release, indemnify, and discharge **INFLOW BIKE AND SKATEPARK LTD.** on behalf of myself, my children and/or guardians, my heirs, assigns, personal representatives and estate as follows:

1. **I AM AWARE** that my participation in bicycle riding, skateboarding, and/or inline skating involves many inherent risks, dangers and hazards that could result in physical or emotional injuries, paralysis, death or damage to myself, to property or to third parties. **I AM AWARE** that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

THE RISKS INCLUDE (but not limited to): mechanical failure of my own equipment or failure of other participant's equipment; impact or collision with other participants, spectators, **INFLOW BIKE AND SKATEPARK LTD.** employees, ramps, walls, other fixed objects, or any other equipment used in the **INFLOW BIKE AND SKATEPARK LTD.** facility; falling down; my own or others negligence; objects and/or conditions in **INFLOW BIKE AND SKATEPARK LTD.** that may cause me to fall causing broken bones, sprains, head injuries, abrasions, and bruises. **I AM AWARE** of the increased risks caused by my failure to ride and/or skate safely or within my own ability or within the designated areas and in accordance with **INFLOW BIKE AND SKATEPARK LTD.**'s rules and regulations. **I AM AWARE** that the above risks, dangers and hazards exist throughout and beyond **INFLOW BIKE AND SKATEPARK LTD.** and that they may be unmarked.

2. **I ACCEPT** all such risks, dangers and hazards, known and unknown, **EVEN IF ARISING FROM NEGLIGENCE** of **INFLOW BIKE AND SKATEPARK LTD.**, it's owners, employees, volunteers, agents, officers, and all other persons or entities acting in any capacity on their behalf and assume full responsibility for my use of **INFLOW BIKE AND SKATEPARK LTD.**

3. **I WAIVE ANY AND ALL CLAIMS** that I have now or may have in the future against **INFLOW BIKE AND SKATEPARK LTD.**

4. **I RELEASE** **INFLOW BIKE AND SKATEPARK LTD.** from any and all liability for any loss, damage, or injury to me, including death or any loss of, or damage to, my property arising out of or in connection with my use of the facilities at **INFLOW BIKE AND SKATEPARK LTD.**, due to any cause whatsoever **INCLUDING NEGLIGENCE.**

5. **I AGREE TO HOLD HARMLESS AND INDEMNIFY** **INFLOW BIKE AND SKATEPARK LTD.** from any and all liability for any personal injury to me or a third party, including death, or any loss of, or damage to, my property or to the property of a third party (including any claims, made or instituted by me or my estate) arising out of, or in connection with my use of the facilities at **INFLOW BIKE AND SKATEPARK LTD.** due to any cause whatsoever **INCLUDING NEGLIGENCE.**

6. **I CERTIFY** that I have adequate insurance to cover any injury or damage I may cause or suffer while participating and/or I agree to bear all costs of such injury or damage myself. **I FURTHER CERTIFY** that I am willing to assume the risk of any medical or physical condition I may have.

7. **I AGREE** that I will comply with the stated and customary terms and conditions for use of **INFLOW BIKE AND SKATEPARK LTD.** If I have any concerns about my readiness for the use of **INFLOW BIKE AND SKATEPARK LTD.**, I will remove myself from **INFLOW BIKE AND SKATEPARK LTD.**

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 LAWSUIT AGAINST INFLOW BIKE AND SKATEPARK LTD. ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ IT AND UNDERSTOOD IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND AGREE TO BE BOUND BY ITS TERMS.

INTENDING TO BE LEGALLY BOUND I have signed this Participant Agreement, Release and Assumption of Risk this ____ day of _____, 200 ____.

PARTICIPANT SIGNATURE: _____

NAME (please print): _____

PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER AGE OF 18)

IN CONSIDERATION OF _____ (**PRINT MINOR'S NAME**) ("MINOR") BEING PERMITTED BY **INFLOW BIKE AND SKATEPARK LTD.** TO PARTICIPATE IN ITS ACTIVITIES AND TO USE ITS EQUIPMENT AND FACILITIES, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS **INFLOW BIKE AND SKATEPARK LTD.** FROM ANY AND ALL CLAIMS WHICH ARE BROUGHT BY, OR ON BEHALF OF MINOR, AND WHICH ARE IN ANY WAY CONNECTED WITH SUCH USE OR PARTICIPATION BY MINOR.

PARENT (LEGAL GUARDIAN) SIGNATURE: _____

NAME (please print): _____ DATE: _____

→ → → → **PLEASE TURN OVER** → → → →

INFLOW BIKE AND SKATEPARK LTD. WAIVER CONTINUED...

PARTICIPANT NAME: _____ DATE: _____

DATE OF BIRTH (Y/M/D): _____ AGE: _____

ADDRESS: _____ PHONE#: () _____

CITY: _____ PROV./STATE: _____

POSTAL/ZIP CODE: _____ I.D. (over 18 yrs.): _____

EMAIL (optional): _____

EMERGENCY CONTACT NAME & PHONE #: _____

(in case of emergency, if no one can be contacted, an ambulance will be called if necessary, at the expense of the participant).

PARTICIPANT HEALTH CARD#: _____

***ANY HEALTH CONDITIONS AND/OR CONCERNS?:** _____

PARENT (LEGAL GUARDIAN) NAME: _____

EMPLOYEE WITNESS: _____