PARTICIPANT WAIVER, RELEASE, EXPRESS ASSUMPTION OF RISK AND AGREEMENT TO INDEMNIFY CENTRAL FLORIDA SKATEPARK LLC – D.B.A. MIDTOWN SKATEPARK

THIS AGREEMENT APPLIES TO ALL PARTICIPANTS UNDER 18 YEARS OF AGE SIGNATURE OF PARENT OR LEGAL GUARDIAN OR NOTARY REQUIRED

PARTICIPANT LAST NAME

PARTICIPANT FIRST NAME

ADDRESS

CITY **STATE** **ZIP CODE**

BIRTHDAY **PHONE**

E-MAIL ADDRESS

DEFINITIONS

- "Participant" - means the person authorized to and who actually uses the facilities at the Parks.
- "I", "Me", "My", "Myself" - refer to solely to the parents and/or legal guardians who have signed this agreement authorizing the Participant to use the facilities at the Parks.
- "We", "Our", "Us", "Ourselves" - refer collectively to the Participant and his/her parents and/or legal guardians who have signed this agreement authorizing the Participant to use the facilities at the “Skatepark”.
- "Midtown Skatepark" - means Central Florida Skatepark LLC - D.B.A Midtown Skatepark, it’s store, and facilities, and, their managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, sponsors, vendors or exhibitors or any other person or company in any way associated with them.
- "Skatepark" - means the Midtown Skatepark store and facilities located at: 5043 Forsyth Commerce Road Orlando, Florida.
- The "usual risks" associated with skateboarding, in-line skating and bicycle riding include, but are not limited to: falls; collisions with other users of the Midtown skatepark facilities, media personnel and spectators; loss of balance, loss of control by any person; uncontrollable skateboards and bicycles; jumping; landing; performing tricks, etc., . . . resulting in a variety of injuries by or to any person and damages, including but not limited to, fractures, sprains, bruises, lacerations, abrasions, loss of consciousness, head injuries, death, medical expense, medical care, rehabilitation, damage to personal property / equipment, etc., . . .

ACKNOWLEDGMENT AND UNDERSTANDING OF RISKS ASSOCIATED WITH USE OF THE SKATEPARK:

We understand and acknowledge that there are risks and dangers inherent in and associated with skateboarding, in-line skating, bicycle riding and all other sporting activities permitted under the posted rules at the "Skatepark" (collectively, "activities"). Notwithstanding all such acknowledged risks and dangers, whether or not enumerated herein, we voluntarily choose to allow the "Participant" to participate in these activities at the "Skatepark", solely at risk to "Ourselves" and without risk to “Midtown Skatepark”. We are aware of and appreciate the "usual risks" associated with these activities and that the possibility of injury to the "Participant" and others necessarily increase when performing tricks and using ramps, curbs, steps, half pipes, inclines and declines, grind rails or any other structure and device at the “Skatepark”. We also understand that the "usual 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, which is expected to occur. We also understand and acknowledge that there are many risks associated with the "Participant's" use of the "Skatepark" in addition to the "usual risks" and we voluntarily choose to allow the “Participant” to engage in activities in the “Skatepark” despite all such inherent risks.

WAIVER AND RELEASE OF MIDTOWN SKATEPARK:

In consideration for permission to utilize the "Skatepark" and with the understanding that "Midtown Skatepark" gives such permission in reliance upon the representations made herein by "Us", "We" agree that by this agreement, it is our intention to completely relieve "Midtown Skatepark" of any duty to the "Participant" and "I". "We" voluntarily assume the entire risk of any damages or injuries to "Midtown Skatepark," the "Participant" or others which might occur during or as a result of the "Participant's" use of, or presence at, the "Skatepark". By this agreement, the "Participant" and "I" also intend to fully, completely and forever release, discharge and absolve "Midtown Skatepark" from any and all liability for any active or passive negligence whatsoever by "Midtown Skatepark," and, "We" waive and relinquish any claim or cause of action against "Midtown Skatepark" for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any active or passive negligence of "Midtown Skatepark" or others. The "Participant" and "I" promise not to sue or exercise any legal right to seek damages or relief of any nature from "Midtown Skatepark" arising out of "Participant's" use of or presence at the "Skatepark”.

INDEMNITY AND HOLD HARMLESS AGREEMENT:

In further consideration for permission for the "Participant" to utilize the "Skatepark" and with the understanding that "Midtown Skatepark" gives such permission to "Participant" in reliance upon the representations made herein by "Us", "We" agree as follows:

1. As to the "Participant's" participation in any "activities" at the "Skatepark", and as to any and all liability for the injuries or damages which the "Participant" may suffer or incur due to any cause whatsoever, including the active or passive negligence of "Midtown Skatepark", while in the interior or exterior of the premises of the “Skatepark”, including the parking lot area, "We" hereby agree:

a. To waive any and all claims for Damages that "We" may have against "Midtown Skatepark";

b. To release “Midtown Skatepark”, from any and all liability for the injuries or damages that the "Participant" may suffer or incur, or that the "Participant's" next of kin or survivors may suffer as a result of the "Participant's" participation in any "activity" while at the “Skatepark”; and,

c. To hold harmless and indemnify "Midtown Skatepark" from any and all liability for the injuries and damages to any third party resulting from the "Participant's" participation in any "activity" while at the “Skatepark”.

2. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon "Myself', and, upon the "Participant" and his / her heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of the "Participant's" injury, disability or death.

3. The undersigned hereby grants permission to Central Florida Skatepark LLC, D.B.A. Midtown Skatepark, the right to use his or her voice and / or likeness, and photographs taken by “Midtown Skatepark” in advertising and promotional materials feature use including radio, television, video tape, newspaper, magazines, programs, print advertisements, web and all other media throughout the world in perpetuity.

4. "WE" HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE RULES OF SAFETY AND CONDUCT GOVERNING THE "PARTICIPANT'S" CONDUCT WHILE USING THE “SKATEPARK". WE UNDERSTAND THAT THESE RULES ARE POSTED, OR ARE OTHERWISE AVAILABLE UPON REQUEST, AT THE "SKATEPARK" AND THAT COMPLIANCE IS REQUIRED BY THE "MIDTOWN SKATEPARK".

VENUE, FORUM AND CHOICE OF LAW:

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement with "Midtown Skatepark," or arising out of the "Participant's" use of the "Skatepark," shall be submitted to and resolved by final and binding arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified herein. The place or venue of the arbitration shall be Orange County, Florida. The Award of the arbitrator(s) ("the Award") shall be final and binding upon the parties and judgment upon the Award may be entered by any court of competent jurisdiction venued in Orange County, Florida. The arbitrator(s) shall be required to determine all issues in accordance with substantive law of the State of Florida applicable to and binding upon a court of competent jurisdiction venued in Orange County, Florida. The Florida Rules of Evidence applicable to proceedings at law shall be applicable to the arbitration proceeding. Each party shall be responsible for their own attorney's fees and costs in the event of a dispute and/or arbitration

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, WE AGREE TO HAVE ANY CLAIM BETWEEN “US“ AND “MIDTOWN SKATEPARK” DECIDED BY NEUTRAL ARBITRATION. WE KNOWINGLY AND INTENTIONALLY GIVE UP THE RIGHT TO A TRIAL BY JURY OR JUDGE..

REPRESENTATIONS OF GOOD HEALTH:

"We" certify that the "Participant" does not have nor does the "Participant" suffer from any medical condition, which would affect the "Participant's" ability to safely use the "Skatepark." It is further certified that the "Participant" is not currently under treatment for, does not suffer from, is unaware of, and takes no drugs or medications (prescription or otherwise) for any reason, including any medical condition(s), including, but not limited to spinal problems, bone and joint problems, heart conditions, mental illness, pregnancy, dizziness, epilepsy/seizures, etc., . . . In the event that, after this Agreement is executed, the "Participant" develops a medical or other condition that "We" know, or should know, would or could affect the "Participant's" ability to safely use the "Skateark", "We" agree to refrain from using the "Skatepark" until such condition no longer exists and no longer affects the "Participant's" ability to safely use the "Skatepark." In addition, this Agreement shall constitute authorization for "Midtown Skatepark" to provide or cause to be provided such medical treatment to the "Participant" as may be necessary or appropriate if an injury occurs while at the "Skatepark".

THE UNDERSIGNED HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this written Agreement have been made by "Midtown Skatepark" or the "Skatepark" or anyone else with regard to the subject matter of this Agreement "We" hereby certify that the "Participant" is under 18 years old. "We" certify that the "Participant" understands all Rules of the "Skatepark" and is physically and mentally competent to use the "Skatepark" safely and "Participant" will not attempt to use or use the "Skatepark" while under the influence of any, substance which would render the "Participant's" use of the "Skatepark" to be unsafe. "We" have completely read and understand this Agreement and its terms. Prior to signing this Agreement, "We" had the opportunity to ask any questions about this Agreement, "Midtown Skatepark" and the "Skatepark" by making inquiries at the "Skatepark" in person or by calling (407) 440-2802 to speak to a "Midtown Skatepark" representative. "We" are satisfied that all of our questions of the "Skatepark" have been answered to our satisfaction and that we have no additional questions of "Midtown Skatepark." "We" are aware that, by signing this Agreement, "We" assume all risks and waive and release certain rights that "Myself" and, the "Participant" and his/her heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees and assigns may have against "Midtown Skatepark." If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

X _____ _____

PARTICIPANT SIGNATURE **TODAY'S DATE**

X _____ _____

PARENT / GUARDIAN SIGNATURE **TODAY'S DATE**

PARENT / GUARDIAN NAME (PLEASE PRINT)

EMERGENCY INFO

EMERGENCY CONTACT NAME **EMERGENCY CONTACT PHONE**

EMERGENCY CONTACT NAME **EMERGENCY CONTACT PHONE**

EXISTING MEDICAL CONDITIONS, ALLERGIES OR OTHER EMERGENCY NOTES

WAIVER MUST BE NOTARIZED IF NOT FILLED OUT IN THE PRESENCE OF AN EMPLOYEE OF MIDTOWN SKATEPARK

---------- **NOTARY ACKNOWLEDGEMENT** ----------

State of _____ County of _____ On _____ / _____ / _____ before me,

_____ personally appeared _____ [ ] personally known to me – OR – [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his / her / their authorized capacity(ies) and that by his/her/their signature(s) on this instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

STAMP OF NOTARY

---------- OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE ----------

RECVD. BY ENTERED BY