

WAIVER AND RELEASE OF LIABILITY & PUBLICITY RELEASE AGREEMENT

I, *(Print Complete Name)* _____, intending to be bound, do hereby state as follows:

My date of birth is: _____
Month/Day/Year

My primary residence is: _____
Street Address, City, State and ZIP Code

My telephone number (area code included) is: _____

Definitions

As used herein, capitalized terms shall have the following meanings:

“Activities” means skateboarding, in-line skating, observing or spectating either of the foregoing and any other activity undertaken or engaged in on Facilities premises.

“Agreement” means this Waiver and Release of Liability & Publicity Release Agreement.

“Facilities” means the skatepark facilities owned and operated by Skate Park and located at 3500 Stone Way N, STE 101, Seattle, WA 98103 and including without limitation, all ramps, curbs, steps, half pipes, inclines, declines, grind rails, jumps, and any other structures, features, fixtures and devices incorporated therein and appurtenant thereto.

“Park Group” means All Together Skate Park, LLC, its parent, affiliated and subsidiary entities, its design, construction, maintenance and equipment vendors, its advertising and promotion agencies, and each such entity’s officers, directors, shareholders, members, employees, representatives, insurers, agents and assigns.

“Park Rules” means the All Together Skate Park Rules printed on the back of this Agreement and posted on the Facilities premises.

“Risks” means only by way of example and not of limitation, the risk of injury, damage and/or loss to body and personal property, up to and including death, paralysis, fractures, ruptures, sprains, dislocations, infectious disease, bruises, lacerations, abrasions, loss of consciousness, coma, head, neck, vision and oral injuries, medical expense, medical care, rehabilitation, loss of income and/or savings, all associated or related emotional distress and injury and all other, similar and related loss or damage. The term Risks also includes personal property damage or loss due to any reason whatsoever, including negligent or intentional acts of Skater or other users of the Facilities and theft.

“Skate Park” means All Together Skate Park, LLC.

“Skater,” “I,” “me,” “my,” “you” and “your” means the individual identified above and, if such individual is under the age of 18 years, the below-identified parent or legal guardian of such individual in and for such individual’s behalf.

Acknowledgement & Agreement

I am over the age of 18 and am otherwise competent to enter into this Agreement. I acknowledge and agree that I am entering into this Agreement freely and voluntarily, as a condition of and in consideration for my access to and use of the Facilities, and as a material inducement to Skate Park to permit me such access and use. I further acknowledge and agree that the Activities, and my use of the Facilities to perform and observe others performing the Activities, are inherently dangerous and pose overt and inherent risks, hazards and uncertainties, including without limitation, the Risks, that are foreseeable and unforeseeable, known and unknown. I certify that I am in good physical health and poses sufficient strength, skill and competence to safely perform the Activities and to otherwise use the Facilities in their intended manner. I hereby expressly accept all responsibility and liability for and associated with my engaging in the Activities and use of the Facilities, including without limitation, all risks and hazards, known and unknown, foreseeable and unforeseeable, including without limitation, the Risks, and I agree that neither Skate Park nor any Park Group person or entity shall have any responsibility or liability for any such risks and hazards. If I am an employee of Skate Park or any Park Group entity, I understand and agree that my Activities and use of the Facilities are not a work requirement but rather are on my personal time, and that any Risk, injury or physical impairment I may sustain during such Activities and use shall not be considered work related.

COVID-19 SPECIAL NOTICE

I acknowledge that participating in the Activities and use of the Facilities may increase my risk of exposure to COVID-19, which I further acknowledge and agree is a Risk for which I specifically accept and assume all liability under the terms of this Agreement. I agree that the Disclaimer, Indemnity & Release of Liability set forth below specifically includes all Risks related to COVID-19 I may be exposed to, encounter or incur as a result of my participation in the Activities and use of the Facilities.

Publicity Release

In consideration of my use of the Facilities, I hereby grant to Skate Park and those acting under its authority and license the right to use my name, photos, likenesses, voice and statements in any medium for advertising, and/or publicity purposes connected with the Facilities, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation, notification or permission.

Disclaimer, Indemnity & Release of Liability

THE PARK GROUP MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO YOUR ACTIVITIES AND USE OR ENJOYMENT OF THE FACILITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FACILITIES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PARK GROUP HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY WARRANTIES RELATING TO CONDITION, WORKMANSHIP AND/OR SAFETY.

IN FURTHER CONSIDERATION OF MY USE OF THE FACILITIES, ON BEHALF OF MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, MARITAL COMMUNITY (IF ANY), AGENTS, SUCCESSORS AND ASSIGNEES, I HEREBY AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND FULLY RELEASE AND FOREVER DISCHARGE EACH OF THE PARK GROUP FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, CLAIMS, ALLEGED CLAIMS, DEMANDS, DUTIES, RIGHTS, AGREEMENTS, PROMISES, DAMAGES, INJURIES, LOSSES, EXPENSES, LIENS AND DEBT ACTIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHETHER NOW KNOWN OR UNKNOWN, UNFORESEEN OR FORESEEN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH, DIRECTLY OR INDIRECTLY, PARTICIPATION IN THE ACTIVITIES AND USE OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, LOSS OF ENJOYMENT, THE RISKS, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER CAUSED OR CONTRIBUTED TO BY OR ARISING OUT OF PARTICIPATION IN THE ACTIVITIES AND/OR USE OR MISUSE OF THE FACILITIES OR ANY PART THEREOF. IF ANY PART OR CLAUSE OF THIS AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE, THIS AGREEMENT SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID OR UNENFORCEABLE PROVISION WERE NOT CONTAINED HEREIN.

I HEREBY ACKNOWLEDGE THAT THERE IS A POSSIBILITY THAT SUBSEQUENT TO ENTERING THIS AGREEMENT AND AGREEING TO ITS TERMS, I WILL DISCOVER FACTS OR INCUR OR SUFFER CLAIMS THAT WERE UNKNOWN OR UNSUSPECTED AT THE TIME I ENTERED INTO THIS AGREEMENT AND AGREED TO ITS TERMS, AND THAT IF KNOWN AT THAT TIME MAY HAVE MATERIALLY AFFECTED MY DECISION TO AGREE TO THESE TERMS. BY ENTERING THIS AGREEMENT, I ACKNOWLEDGE AND AGREE THAT BY REASON OF THE TERMS HEREIN, AND THE RELEASES CONTAINED IN THE PRECEDING PARAGRAPHS, I ASSUME ANY RISK OF SUCH UNKNOWN FACTS AND UNKNOWN AND UNSUSPECTED CLAIMS.

I agree that this Agreement supersedes any prior understandings between myself and Skate Park relating to the rights granted and obligations assumed herein and no provision of this Agreement can be modified by any other instrument, invoice or document unless in writing and signed by myself and an authorized representative of Skate Park.

I understand and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights I or anyone claiming for or through me may have against the Park Group, and that no action will be taken by me or on my behalf with respect to any such rights and obligations. I understand and agree that this Agreement shall be binding upon my parents, guardians, heirs, executors, marital community, administrators, agents, successors and assigns.

If any statement made by me in this Agreement is found to be false, or if I otherwise breach any obligation or undertaking in this Agreement and/or the Park Rules, then, in addition to any other remedies that Skate Park may pursue against me, I understand and agree that I will be expelled from the Facilities premises without refund of any entrance fee or other payment.

The law of the State of Washington shall control the interpretation and enforcement of this Agreement notwithstanding its choice of law provisions. The courts in King County, Washington shall be the exclusive venue for all controversies between the parties in connection with this Agreement or otherwise, and each party irrevocably consents to such exclusive venue. The Park Group shall be entitled to an award of its attorneys' fees and all costs incurred in respect all such controversies.

I hereby certify and acknowledge that I understand all of the statements, terms and conditions contained in this Agreement, and that by signing below, I agree to be legally bound by them.

_____ I have read and understand the Park Rules and I agree to comply with and be bound by them at all times (see back side).
(Please initial)

SKATER SIGNATURE

DATE

Emergency Contact Name (please print): _____

Emergency Contact Relation to Skater: _____

Emergency Contact Telephone No. (area code included): _____

Acknowledgement & Agreement of Parent/Guardian if Skater is Under 18 Years Old

I am the parent or legal guardian of the above-identified Skater. I hereby certify and acknowledge that I understand all of the statements, terms and conditions of this Agreement, and that by signing below, I agree individually and on behalf of my minor child/ward and his or her estate, executors, personal representatives, insurers, agents, successors and assigns to be legally bound by them.

Signature: _____

Date: _____

Print Name: _____

Primary Residence Address: _____
Street Address, City, State and ZIP Code

Telephone Number (area code included): _____

OFFICIAL USE ONLY

I.D. presented, verified and copy attached Skate Park Employee Initials

- Skater _____
- Parent/Guardian _____
- Copy of ID attached _____

Park Rules

- Use of skatepark facilities is at your own risk.
- No skating without a signed release agreement & payment of entry fee.
- No food or beverages on skating area, features & surfaces.
- You must skate under control at all times.
- You must follow all posted and verbal social distancing instructions.
- Skaters are **REQUIRED** to wear a facemask or face covering **AT ALL TIMES** while in the skate park facility.
- If you currently or recently have experienced a fever, sore throat or cough, you are not allowed to participate in skate activities and must leave the park facility.
- Skaters age 18 and over – helmets and elbow, wrist & knee pads suggested, but not required.
- Skaters age 17 and under- helmets required & elbow, wrist, and knee pads suggested.
- Bags/backpacks are subject to search, and must be stored in spectator viewing area.
- No alcohol, drugs, or smoking allowed.
- Skaters must abide by these skatepark rules and follow the direction of the floor staff at all times.
- The floor staff's decisions are final.
- Fighting, intentional damage or vandalism to the facility or the personal property of others, or violation of these skatepark rules will result in a revocation of use privileges and immediate eviction from skatepark premises with no refund of entry fee or other payment.
- Reckless or aggressive conduct, horseplay, foul language or any inappropriate behavior, as determined by skatepark staff in their sole discretion, will not be tolerated and may result in your loss of skatepark privileges and immediate eviction from skatepark premises with no refund of entry fee or other payment.

(Updated 6/24/2020)