

GOLGOTHA SKATE PARK

A ministry of Calvary Chapel St. Petersburg

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS DOCUMENT, YOU ASSUME ALL RISKS AND WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS WAIVER.

In consideration of being allowed to participate in any way in **Golgotha Skate Park** ("**Park**"), related programs and events ("**Activities**"), the undersigned ("**Participant**") acknowledges, and agrees that:

- 1. The risk of injury to the Participant or to 3rd parties from use of the Park and participation in the Activities is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to the Participant does exist and cannot be eliminated. The risk of injury includes minor injuries such as bruises and more serious injuries such as broken bones, dislocations and muscle pulls. The risks may also include but not be limited to, catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck or head. The Participant may suffer such injuries while merely observing or being in proximity to the Park and Activities as other persons may collide, and/or fall upon Participant; and
- 2. Participant KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLEGENCE OF THE RELEASEES (AS HEREINAFER DEFINED) or others, and assume full responsibility for their participation; and
- 3. The Participant acknowledges that there are various degrees of skill and experience required for use of the Park and participation in the Activities and attests that they are physically fit and have been trained accordingly. The Participant agrees to abide by the Rules and Regulations for use of the Park, including the wearing all required protective gear and equipment and will follow the instructions of all staff members. Failure to follow the Park Rules and Regulations and all instructions from staff may result in termination of use of the Park and participation in the Activities without refund; and
- 4. Participant willingly agrees to comply with the stated and customary terms and conditions for use of the Park and participation in the Activities. Participant further agrees that if they observe any unusual significant concern in their readiness for use of the Park or participation in the Activities, they will immediately remove themselves from participation and bring such information or concern to the attention of the nearest staff member; and
- 5. Participant, for themselves and on behalf of their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE INDEMNIFICATION AND HOLD HARMLESS the Park, Calvary Chapel St. Petersburg, Inc., any of their affiliates, officers, agents, officials, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises (hereinafter "Releasees"), WITH RESPECT TO ANY AND ALL LIABILITIES, DAMAGES, ACTIONS, CLAIMS, JUDGMENTS, COST OF ARBITRATION, LITIGATION AND ATTORNEY FEES, INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY incident to Participant's use of the Park and/or participation in the Activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and
- 6. PARTICIPANT FURTHER AGREES, THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY CHRISTIAN MEDIATION AND, IF NECESSARY, LEGALLY BINDING CHRISTIAN ARBITRATION IN ACCORDANCE WITH THE RULES OF PROCEDURE FOR CHRISTIAN CONCILIATION OF THE INSTITUTE FOR CHRISTIAN CONCILIATION. JUDGMENT UPON AN ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OTHERWISE HAVING JURISDICTION. THE PARTICIPANT UNDERSTANDS THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ANY OF THE RELEASEES, EXCEPT TO ENFORCE AN ARBITRATION DECISION. PARTICIPANT HAS READ THIS RELEASE OF LIABLITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT; and
- 7. Participant agrees to allow the Park to use Participant's photograph or likeness in any photographs, videotapes, motion pictures, recordings or any other records taken while engaged in any Activity or event sponsored, promoted or organized by **Golgotha Skate Park** or Calvary Chapel St. Petersburg, Inc. for publicity, advertising or any other legitimate purposes; and
- 8. Participant acknowledges that this Agreement shall apply to all future visits to the Park and participation in any of the Activities.

Participant Under 18: Highlighted Areas Must Be Completed Participant 18 and Older: Highlighted Areas Must Be Completed

PARTICIPANT INFORMATION								
Print Full Name				Phone		_()	
Address		Apt		Emergency Ph	ione	()	
		. –			•		,	
City		State _		Zip				
Email	mail Identi				Title of Pic	cture ID th	at Verifies Participant	Birth Date
	Participant Signature		Date				Birth Date	
	Farticipant Signature		Date	,			Birtii Date	
	RTICIPANT IS UNDER 18 YEARS OF AGE, egal Guardian to complete the following:							
P	RINT Parent or Legal Guardian Name			Email				
Address, if	different			Home Phone	()		
City	State Zip			Cell Phone	()		
						,		
	Parent or Legal Guardian Signature		Date	Title of	f Picture ID	and Numb	per that Verifies Paren	t or Guardian
	RELEASE							
physical correached in a anesthesia,	curred will be the responsibility of the Participant of additions or mental impairment that would be effected in emergency, I hereby give permission to any licent for myself/child as named above. The additional content of the participant of	d by the u sed physic	se of the Pa	ırk or participati	ion in the	Activiti	ies. In the event tl	hat I cannot be
Doctor to be notified in an emergency				Phone(
	Participant Signature if 18 or Older			Parent or Legal	Guardiar	Signatu	re if Participant \	Under 18
NOTARY (Signature must be notarized unless signed in the presence of STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this				ember) Notary Public	Stamp:			
	day of, 20	by						
Name	of Person Being Acknowledged by Notary Pu	blic		Or, Staff Member:				
	Notary Public Signature							

Golgotha Skate Park Liability Waiver and Indemnity Agreement

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