

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
AND PICTURE/VIDEO RELEASE.**

Please read and be certain you understand the implications of signing.

In consideration of the Participant being permitted to participate use the Skatepark facilities owned or operated by Cornelius Skatepark, LLC (dba The Board Room Skate Park – Lake Norman and referred to as the “Skatepark”), I hereby agree as follows:

Participant's Name: _____

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SKATEPARK USE AND RELATED ACTIVITIES.

I do hereby affirm and acknowledge that I have been duly informed of the inherent hazards and risks associated with Skatepark use, skateboarding, inline skating, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and/or death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration on hills and inclines.
4. Variation and/or steepness of terrain, variation or changes in riding surfaces including but not limited to bare spots, ice, debris, signs, buildings, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, concrete, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and instructor's decision making including misjudging terrain, riding surfaces, or other obstacles.
6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, and dehydration.
7. Fatigue, exhaustion, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.
8. Impact or collision with other skaters, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

I AGREE THAT I WILL WEAR A HELMET AT ALL TIMES. However I realize a helmet CANNOT guarantee my safety or protect me from all potential head injuries, or prevent injury to my face, neck, or spinal cord.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY DEATH, or loss or damage to person or property WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following names persons or entities, herein referred to as releasees: Cornelius SkatePark LLC (D/B/A The Board Room SkatePark-Lake Norman).
2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This Agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall remain enforceable.

