



TOWN OF JUPITER
ABACOA COMMUNITY PARK SKATE PARK and ROLLER HOCKEY RINKS
WAIVER, RELEASE, INDEMNIFICATION AND PARTICIPATION AGREEMENT

Printed Name of Participant: _____
Date of Birth: _____
Street Address: _____
City: _____
State: _____ Zip Code: _____ Telephone: _____
Emergency contact: _____

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING.

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE TOWN OF JUPITER USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE TOWN OF JUPITER IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TOWN OF JUPITER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of the Town of Jupiter's ("Town") consent to my admission to the Abacoa Community Skate Park and Roller Hockey Rinks located at 1501 Frederick Small Road, Jupiter, Florida 33458 ("Premises"), and/or my use of the services, facilities, equipment, and participation in skateboarding, in-line skating, biking, and any other activity ("Activities") on the Premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, I do hereby acknowledge, understand, and agree as follows:

1. Participation in all sporting activities involves inherent risks and it is impossible to ensure complete safety of the participants.
2. I understand and acknowledge that the Activities are dangerous activities, which involve known and unknown risks, which often result in physical and emotional injuries, including but not limited to, bruises, broken bones, sprains, cuts, abrasions, lacerations, concussions, scrapes, head, neck, and back injuries, *and catastrophic injuries such as permanent paralysis and death.*
3. I understand that I may suffer such injuries and even death, while merely observing or being present on the Premises, as other participants in the Activities may collide, land, or fall upon me.
4. I understand and am aware of the condition of the Premises, and recognize that the conditions may become more dangerous during the time while I am upon or using the Premises.
5. I fully understand all of the risks of loss, damages, injury, and death to my person and property, and I hereby knowingly and voluntarily agree to assume all such risks, both known and unknown associated with the Activities, my participation in the Activities, the use of the Premises, and my presence on the Premises.
6. I understand and agree that there are various degrees of skill and expertise required for the different Activities, and I agree to follow and abide by all written and verbal rules for the use of the Premises, including but not limited to, wearing all protective gear and equipment that is required for participants, and to follow the instructions, directions, and commands of the Staff of the Premises. As a participant, I understand and agree that I am required at all times to wear a strapped helmet and that it is highly recommended for my minor children participants (if applicable) to wear protective elbow and knee pads at all times. I further understand, that participants who are 18 years of age and older, including myself, are highly recommended to wear protective elbow and knee pads and are required to wear a strapped helmet at all times.
7. I agree to unconditionally release, waive, and discharge the Town, its Council members, employees, agents, servants, and independent contractors (collectively referred to as "Releases"), from and against all claims, demands, and causes of actions, of whatsoever kind, that I, my personal representatives, assigns, heirs, and next of kin, may have for any damages, losses or injuries to my person or property, whether caused by the negligence or otherwise of the Releases. I specifically understand that this Release and Waiver includes claims based upon the negligence or inaction of the Releases.
8. In addition, I hereby agree to indemnify, defend and hold harmless, the Town, its Council members, employees, agents, servants, and independent contractors, from any and all liabilities, claims, actions, damages, costs, or expenses of any kind whatsoever, including trial and appellate attorney's fees, arising directly or indirectly, out of, or a result of, my presence on the Premises and/or participation in the Activities.
9. I expressly agree that the Release, Waiver, and Indemnification, provided and agreed to by me herein, is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portions hereof, are held to be invalid, I agree that the balance shall remain in full force and effect.
10. I acknowledge and understand that the Town does not provide accident or medical insurance in connection with the Activities, and I agree to accept full responsibility for all medical costs and expenses which may arise, and release the Town from all claims which I may have for the payment of medical expenses or the reimbursement of medical expenses for myself and (if applicable) my minor children, if they are also participating in the Activities. I certify and agree that I have adequate insurance to cover any injuries, damages, or death which I may cause or suffer, while on the Premises, or in the alternative, that I shall bear the costs of any such injury, damage, or death.
11. I authorize the Staff of the Premises to act for me in the event of an emergency requiring medical attention, and consent to medical treatment on the Premises, at the nearest hospital,

medical center or by the emergency medical response unit at the scene. I further acknowledge and agree that all medical expenses incurred will be my responsibility or that of my family.

12. I certify and warrant that I am in good physical condition and have no physical or mental impairments that would affect, or be affected by, my participation in the Activities and that I am physically and mentally capable of participating in the Activities.
13. I understand and agree that the Town has the right to expel me from the Premises, if the Town in its sole discretion determines that my behavior is unruly, violent, or otherwise disruptive. I understand that no refunds of admission or other fees paid by me will be given in the event of my expulsion from the Premises.
14. I agree that this Agreement shall be binding on my personal representatives, successors, heirs, assigns and other legal representatives.
15. I acknowledge and understand that photographs of participants, in the Program may be taken and used by the Town on the Town's website or in other Town publications, and I hereby expressly consent to the use of our and our children's name, photograph or other likeness in this regard.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE ITS CONTENTS, AGREE TO BE BOUND BY ITS TERMS, AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant's Signature

Date

FOR PARTICIPANTS UNDER THE AGE OF 18

I certify that I am the parent/legal guardian with the legal responsibility for this Participant, and consent and agree to his/her release as provided herein, of myself, my heirs, assigns, and next of kin and any other parent or legal guardian who has placed custody of the above-named Participant in my care. I further release and agree to indemnify and hold harmless, the Releases from any and all liabilities incident to the minor Participant's use and occupation of the Premises, and/or participation in the Activities, to the fullest extent permitted by law.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE WAIVER AND OTHER PROVISIONS SET FORTH ABOVE.

Parent/Legal Guardian's Signature

Date

Printed Name of Parent or Legal Guardian: _____

Date: _____

Street Address: _____

City: _____

State: _____ **Zip Code:** _____ **Telephone:** _____

Driver License (or other identification): _____

State: _____

NOTARIZATION REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18 BRINGING FORM TO PARK WITHOUT PARENT

Parent signature must be notarized in front of a notary:

Parent's Signature

The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

Signature of Notary Public-State of Florida

Print Name

Personally Known
Produced type of ID