



CITY OF
MARATHON, FLORIDA
Parks & Recreation Department

Skate Park Release and Waiver of Liability 2017

NOTICE: This form is a **Release and Waiver** of Liability, Assumption of the Risk, Indemnity, and Parental Consent Agreement pursuant to Section 316.0085, Florida Statutes, which provides a limitation of liability for governmental entities with respect to persons who participate in skateboarding, in-line skating and free style bicycling on government property. When signed, this form is a contract with legal consequences. Please read it carefully before signing.

TO CITY OF MARATHON: In consideration of the opportunity afforded to me and/or my child/ward named herein to participate in activities conducted at the SkatePark, I, the undersigned, on behalf of myself and/or my child/ward named herein, do freely agree to make the following contractual representations and agreements.

I expressly acknowledge and realize the **inherent risks and dangers** associated with the activities conducted in the SkatePark and the possibility of serious physical and/or mental trauma or injury or death that may result from participation in such activities, which include, but are not limited to, skateboarding, in-line skating, and freestyle bicycling. I knowing, freely, and voluntarily agree to assume any dangers, risks, and social and economic losses associated with such participation. This includes risks and dangers caused by my own actions or inaction; dangers of collision with spectators, other participants, and faxed or moving objects; dangers arising from surface hazards, equipment failure inadequate safety equipment, and weather conditions.

I accept responsibility for the condition and adequacy of my equipment, I agree to wear a helmet that can protect against serious head injury in accordance with the Skate Park Rules and Regulations and assume all responsibility and liability for the selection of the helmet. I have no physical or medical condition which to my knowledge would endanger myself or other if I, or my child/ward, participate in the activities listed above or that would interfere with my, or my child/ward's, ability to participate in same.

I agree that it is my sole responsibility to be familiar with the **Skate Park and any Rules and Regulations** imposed for the particular activity. I understand and agree that situations may arise during participation in the activity that may be beyond the immediate control of the City and I must continually act so as not to endanger others or myself. I accept responsibility for the condition and adequacy of my equipment. I have no physical or mental condition that to my knowledge could possibly endanger others or myself if I participate in the activity or would interfere with my ability to participate in the activity.

I do hereby agree to **release, waive, discharge, and covenant** not to sue City of Marathon, its officers, agent, employees, and volunteers (collectively referred to as "Releases") from any and all liability or claims that may be sustained by me, my child/ward, my heirs, executors, administrators, legal representation, assigns, and successors (collectively referred to as "Successors") for any and all damages, social and economic losses, and any rights or claims that may be sustained by me directly or indirectly in connection with, or arising out of my and/or my child/ward's participation in the activity, whether caused in whole or in part by the negligence of the Releases.

I agree for myself and my Successors that the above representations are contractually binding and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees and costs) incurred by the other parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. This contract cannot be amended orally.

I, the undersigned, on behalf of myself and/or my child/ward named herein, have read this contract, fully understand its terms, and understand that I, on behalf of myself and/or my child/ward, have give up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

Date: _____ Date of Birth: _____ Age: _____

Name: (Print) _____ Participant Phone: _____

Address: _____

Who to Notify in Case of Emergency: _____ Phone: _____

Signature of Participant: _____

PARENT/GUARDIAN: I, a parent/guardian of the above-named minor (under 18 years of age), understand the nature of the activities conducted in the Skate Park and the minor's experience and capabilities and the minor is qualified to participate in such activity. I hereby give my permission for my child/ward to participate in the activity and further agree, individually and on behalf of my child/ward, to be bound by the terms of the above Agreement. By signing this waiver, you have fully read, understand and agree to the rules listed on the posted board at the skate park.

Signature of Parent/Guardian of Minor: _____

Name: (Print) _____ Date: _____

Address: _____

Employee's Name: (Print) _____