

CHARLES COUNTY SKATEPARK

Skateboarder, Inline Skater & Biker Assumption of Risk - Liability Waiver

Participant Name: _____ Age: _____

IN CONSIDERATION of receiving permission from the Commissioners of Charles County (hereinafter sometimes called "County"), to enter upon the premises known as the Charles County Skatepark, the receipt of such permission being hereby acknowledged, and in the further consideration of receiving permission to participate and utilize said skateboard, bike and inline skate facilities, the receipt of such permission being also acknowledged, the undersigned participant and his/her parents, if he/she be under the age of 18 years, hereby releases and released the Commissioners of Charles County, its agents, officers, servants and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the participant, or any property of participant's parents, while in, on, upon or near these premises.

Both participant and participant's parents are duly aware of the risks and hazards inherent upon entering said premises and/or in participating in skateboarding, biking and inline skate activities at the subject premises, and hereby voluntarily elect to enter — or have their children enter — upon said premises and participate in skateboard, biking or inline skate activities thereon, knowing the present condition of the facilities and knowing that said condition may become hazardous or dangerous — or more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant and/or his/her parents, if participant is below the age of 18 years, hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the participant or participant's parents or any property of either while in, on, near or upon the premises and/or skateboard, bike and inline skate facilities.

This waiver and release shall be binding upon the participant, his/her parents, their distributees, heirs, next of kin and personal representatives.

In signing the foregoing Assumption of Risk, Waiver and Release each of the undersigned hereby acknowledges and represents:

1. That the age as stated above is his/her correct age, and that both participant and his/her parents (if signed below by parents) are of sound mind.
2. That he/she, or they, have read the foregoing Assumption of Risk, Waiver and Release, and signs below voluntarily.
3. That he/she, or they, know that by signing this Release, Assumption and Waiver, he/she or they are giving up all rights to recover for any injury, illness, disability or damage resulting from the use of the premises and facilities which he/she or/and they have, have had or may in the future have. **THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, and that the undersigned are hereby GIVING UP EVERY RIGHT THEY, SHE OR HE HAS TO RECOVER FOR ANY INJURY, DAMAGE OR DEATH occurring as a result of the use of the facilities.**
4. That the participant and parents (if their signatures are affixed below), in consideration of the

Commissioners of Charles County granting the permission hereinbefore described, do hereby expressly stipulate and agree to indemnify and hold forever harmless the "County", its successors and assigns, against any loss from any and all claims, demands or action in law or equity that may hereafter at any time be made or brought by the participant (be he or she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's actions on the premises or facilities.

5. Additionally, participant consents to the County's use of photographs taken or video tapes made at this facility.

WITNESS the hands and seal of the participant (and his/her parents if the participant is a minor)

as of the _____ day of _____, 20_____:

Participant's/Skater's Signature_____
Parent's Signature_____ (Seal)
Address_____
City, State and Zip Code_____ Phone_____
Proof of Age Exhibited_____

Notary Clause (To be notarized if not executed in the presence of Park Department Personnel)
STATE OF _____, COUNTY OF _____, TO WIT:
HEREBY CERTIFY, that on the _____ day of _____, 20_____,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
_____ and did acknowledge
the afore going Assumption of Risk, Waiver and Release to be his/her/their respective act.
_____ AS WITNESS my hand and Notarial Seal.
Notary Public