

OCEAN PINES SKATEPARK

STICKER #

Assumption of Risk - Liability Waiver

Participant Name:

Date of Birth:

IN CONSIDERATION of receiving permission from the Ocean Pines Association, Inc. (hereinafter sometimes called "OPA"), to enter upon the premises known as the Ocean Pines Skatepark, the receipt of such permission being hereby acknowledged, and in the further consideration of receiving permission to participate and utilize said skatepark, 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 Ocean Pines Association, Inc., 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 maybe 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, activities at the subject premises, and hereby voluntarily elect to enter — or have their children enter — upon said premises and participate in skateboarding, 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 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

Ocean Pines Association, Inc. granting flee permission hereinbefore described, do hereby expressly stipulate and agree to indemnify and hold forever harmless the "OPA", 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.

Additionally, participant consents to the OPA 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 or Police 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