



**CITY OF SALISBURY
SKATEPARK USE AGREEMENT
ASSUMPTION OF RISK & WAIVER AND RELEASE**

In consideration of receiving permission from the City of Salisbury, Maryland, (hereinafter sometimes called "City") to enter upon / utilize the premises known as the Salisbury Skatepark, the receipt of such permission being hereby acknowledged, the undersigned participant and his/her parents, if he/she is under the age of 18 years, hereby releases the City of Salisbury, Maryland, 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 activities at the subject premises, and hereby voluntarily elect to enter – or have their children enter – upon said premises and participate in skateboard 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 facilities.

This waiver and release shall be binding upon the participant, his/her parents, their respective heirs, personal representatives and assigns. In signing the foregoing Assumption of Risk, Waiver and Release each of the undersigned hereby acknowledges and represents:

1. That the age as stated hereon 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 sign 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 they 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, OR HE/SHE 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 (signatures must be affixed below) in consideration of the City of Salisbury, Maryland granting the permission herein before described, do hereby expressly stipulate and agree to indemnify and hold forever harmless the "City", its successors and assigns, against any loss from any and all claims, demands or action in law or equity that 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. The participant (and parents) consents to the City's use of photographs taken or video tapes made at this facility, depicting images of participant on the premises, or using the facilities.

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

as of the _____ day of _____, 20_____.

Participant's name: _____

Age: _____ Proof of Age Exhibited _____

Home Address: _____

Phone #: _____

E-Mail Address: _____

Participant's Signature: _____

Parent's Signature: _____

Witness Signature (City Staff Member): _____

*LEGAL GUARDIANS are those individuals who have been given the LEGAL authority to make decisions on behalf of a minor. Friends of the family, non-parent relatives, etc. who are in temporary custody of a minor may NOT claim legal guardianship.