

First Name _____

Last Name _____

THIS AGREEMENT RELATES TO EPIC INDOOR SKATEPARK

EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE, INDEMNITY FOR ALL THIRD PARTY CLAIMS.

UNDER 18 YEARS (PARENT OR GUARDIAN NOT PRESENT) MUST HAVE A COPY OF PHOTO ID WITH MATCHING SIGNATURE

We know that skateboarding, rollerblading (in-line skating), BMX (bicycling) and scooters are inherently dangerous sports and activities in which we voluntarily choose to participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when using ramps, curbs, steps, mini ramps, half pipes, inclines, or declines, bowls, or any other structure and device. We know that the risks, hazards and dangers included, but not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. We also understand that the risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facility. (All of the above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities".

By this agreement, it is our intention to relieve "Epic Indoor Skatepark," their owners, managers, officers, associates, directors, employees, vendors, suppliers, agents, contractors, and volunteers of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence at the Epic Indoor Skatepark. By this agreement, I also intend to release, discharge and absolve Epic Indoor Skatepark from any and all liability for any active or passive negligence whatsoever by Epic Indoor Skatepark and to waive and relinquish any claim or cause of action against Epic Indoor Skatepark for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Epic Indoor Skatepark and promise not to sue or exercise any legal right to seek damages from Epic Indoor Skatepark.

In consideration of utilizing Epic Indoor Skatepark, we agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premise of the park, we hereby agree:
 - A. To waive any and all claims for Damages that I may have against Epic Indoor Skatepark, it's managers, employees, officers, directors, associates, agents, contractors, sponsors, vendors or exhibitors or any other person or company in any way associated with it (collectively, Epic Indoor Skatepark);
 - B. To release Epic Indoor Skatepark, from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of participation in any activity, including but not limited to, Hazardous Activities while at Epic Indoor Skatepark;
 - C. To hold harmless and indemnify Epic Indoor Skatepark from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at Epic Indoor Skatepark.
2. This waiver and release of liability and indemnification (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family relatives, guardians, conservatives, executors, administrators, trustees and assigns in the event of my injury, disability or death.
3. The undersigned hereby grants permission to Epic Indoor Skatepark, the right to use his or her voice and/or likeness and photographs taken by Epic Indoor Skatepark in advertising and promotional materials features used including radio, television, video tape, newspaper, magazines, programs, print advertisements, web and all other media throughout the world in perpetuity.

4. WE HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE RULES OF SAFETY/CONDUCT GOVERNING MY CONDUCT WHILE USING EPIC INDOOR SKATEPARK. WE UNDERSTAND THAT THESE RULES ARE STRICTLY ENFORCED.

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of the Agreement with Epic Indoor Skatepark shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The Award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the Award may be entered by a court of competent jurisdiction. The rules of evidence applicable to proceedings at law in such state or jurisdiction shall be applicable to the arbitration proceeding. Epic Indoor Skatepark shall pay all costs of the arbitration, except the legal fees of the undersigned.

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO HANY ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND IS GIVING UP THE RIGHT TO A JURY OR COURT TRAIL.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state or jurisdiction in which Epic Indoor Skatepark is located, and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities at Epic Indoor Skatepark to be potentially hazardous to his or her health. In addition, the Agreement shall consitute authorization for Epic Indoor Skatepark to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if any injury occurs while at Epic Indoor Skatepark.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT, and further agrees that no oral representation, statements, or inducements, apart from this Agreement have been made by the Epic Indoor Skatepark or anyone else with regard to the subject matter of this Agreement.

My parent or legal guardian and I herby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement at Epic Indoor Skatepark. We are aware that by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns may have against Epic Indoor Skatepark.

Participant Signature _____ Date _____

Participant's Birth Date: _____ Participant's Phone # () _____

Address: _____ City _____ Zip _____

Emergency Contact Name _____ Phone # _____

Email address _____

Parent (legal guardian) Signature _____