



ZioN Skate Park of Watkinsville

Waiver and Release of Liability



This document must be read thoroughly, filled out completely, and signed by the skater before skating at ZioN Skate Park. If the skater is under the age of 18, this document must also be read and signed by an accompanying parent or legal guardian. The parent/legal guardian is responsible for being certain their participating child(ren) understand(s) all rules. If the parent cannot accompany the minor skater when the waiver is initially submitted, the waiver must be witnessed by a notary public before it can be accepted at ZioN Skate Park.

Skater's Name (print): _____ **Age:** _____ **D.O.B.** _____

Home Address: _____ **City, State, Zip:** _____

Parent/Legal Guardian's Name (print): _____ **Home phone:** _____

Mother's work phone: _____ **Father's work phone:** _____

Mother's cell phone: _____ **Father's cell:** _____

School: _____ **How did you hear about us?** _____

E-mail Address: _____ **Would you like to receive our info by e-mail? Yes / No**

Emergency Contact Name: _____ **Phone:** _____

The above named skater, being 18 or older, or the legal guardian of the above named skater who is under 18, in consideration of the services provided by ZioN Skate Park (at 1051 Business Boulevard, Watkinsville, GA 30677), their agents and employees, on behalf of myself, my heirs, assigns, personal representatives and estate voluntarily agree to the following:

PARTICIPANT'S INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS

I UNDERSTAND AND ACKNOWLEDGE THAT NO MAJOR MEDICAL INSURANCE BENEFITS WILL BE PROVIDED TO ME DURING THIS ACTIVITY by ZioN Skate Park or any other entity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage received as a result of my participation in this activity. Whether or not I have such insurance, I verify that **I WILL personally pay for ANY and ALL such expenses or liability**. I FURTHER ACKNOWLEDGE that I /my child am/is in good physical and mental health and am not suffering from any condition, disease, or disablement which would potentially affect the participation or safety of myself or others.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that the activities I (my child) am (are) about to voluntarily engage in as a participant bear certain risks, both known and unanticipated, which could result in INJURY, ILLNESS, DEATH, PHYSICAL OR MENTAL DAMAGE to myself, my property, to spectators or other third parties. I recognize and am fully aware of the following:

- In-line skating and skateboarding are potentially dangerous activities, with risks including, but not limited to: falling from multi-level surfaces and coming into contact with ramps, walls, other equipment, other skaters or persons.
- The conditions of ZioN Skate Park may become more dangerous during the time I am participating.
- **There are various degrees of skill and experience required for the different skating surfaces; therefore I will abide by all written or spoken rules of ZioN Skate Park issued to all participants for the use of the various areas of the facility, and also any spoken instructions given by the staff of ZioN Skate Park given to me personally. This is for my safety and others' safety.**

There are other potential risks, which include but in no way are limited to the following:

- Acts of omission or negligence by ZioN Skate Park, the staff, visiting instructors, or other entities.
- Latent or apparent defects or conditions in equipment or property supplied by ZioN Skate Park, or other persons or entities, and accidents connected with their use,
- My own (or my child's) physical condition or my own (or my child's) acts of omission,
- First Aid, emergency treatment or other services rendered by ZioN Skate Park or by others
- Consumption of any food or drink, whether provided by ZioN Skate Park or by others.
- Inclement weather or environmental conditions over which ZioN Skate Park has no control.

ACCEPTANCE OF RISKS AND RESPONSIBILITY

By signing below, I VOLUNTARILY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, ILLNESS, OR DAMAGE TO MYSELF/ MY CHILD OR TO MY/ MY CHILD'S PROPERTY arising from my/ my child's participation in any activities at ZioN Skate Park. My/ my child's participation is purely voluntary; no one is forcing me/my child to participate. I verify that my/ my child's health and mental/physical condition will not IN ANY WAY hinder his/her participation or the participation of others. I further agree to accept responsibility for ALL expenses related to any accident, injury, illness, or property damage experienced or caused by myself/ my child.

RELEASE

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE ZioN Skate Park, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action which are related to, arise out of, or are in any way connected to my/ my child's participation in this activity, including, but not specifically limited to any and all negligence, fault, or strict liability of ZioN Skate Park and all other persons or entities, for any and all injury, death, disease, or damage to myself or my property.

My child's / my personal photograph and identity may be placed on the www.skatezion.com website, the ZioN Skate Facebook Page, or released to any communication facilities for publicity purposes. Yes _____ No _____ **CONTINUED ON NEXT PAGE**

I FURTHER AGREE AND PROMISE TO HOLD HARMLESS AND TO INDEMNIFY ZioN Skate Park, their agents, employees, and all other persons or entities from all defense damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.

I FURTHER AGREE AND PROMISE NOT TO USE, assert or otherwise maintain any claim against ZioN Skate Park, their agents or employees, and all other associates, for any injury, death, illness, disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. In signing this document, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST ZioN Skate Park, their AGENTS OR EMPLOYEES, EVEN IF ZioN Skate Park, their AGENTS OR EMPLOYEES NEGLIGENTLY CAUSE THE INJURY OR DAMAGE.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

By signing this document, I acknowledge that I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against ZioN Skate Park, their agents or employees, and other persons or entities. By signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

RULES AND REGULATIONS

FOR SKATERS, PARENTS, AND OBSERVERS:

1. A waiver, signed by all applicable parties, must be on file before participation in any activity or event at ZioN Skate Park.
2. Skate at your own risk! Follow directions on all posted signs.
3. Skaters must be at least 5 years old. Parents can NOT leave/drop off children 8 & under.
4. Helmets (with a properly functioning clasp) must be worn by all skaters. Skaters under 14 must wear helmet, elbow, and knee pads. In-line skaters under 14 must also wear wrist guards. Helmets/pads must be worn at all times while skating. Bicycle helmets are NOT permitted. Rental gear is available. Skaters without proper gear fastened correctly will be asked to leave WITHOUT refund. This is for you/your child's protection and safety.
5. Report injuries to ZioN Skate Park management immediately.
6. Report any broken equipment, loose screws, or unsafe conditions to ZioN Skate Park management immediately.
7. Write your name on all personal belongings. Leave valuables locked in your car or at home. ZioN Skate Park is not responsible for your lost, stolen, or damaged items; YOU ARE. ZioN Skate Park will not hold your items.
8. Anyone caught stealing (ZioN Skate Park items, rental gear, other participants' belongings) will be prosecuted.
9. **No weapons, fighting, or reckless behavior. No profanity!**
10. **No alcohol** or controlled substances on the property of ZioN Skate Park's sidewalks or parking lot.
11. **No smoking by skaters, PARENTS, OR OBSERVERS.**
12. **No skating, skateboarding or riding scooters in the parking lot or on the sidewalks of Watkinsville.**
13. No soliciting or unauthorized sales or distribution of any product or information on the property.
14. **No chewing gum, food, or beverages in skate areas.**
15. No throwing of objects (re: skateboards, garbage, backpacks) at other participants.
16. **No tampering with Emergency Exits, Fire extinguishers, Fire alarms, or climate control (A.C./heat) devices.**
17. Use garbage cans. No littering. No graffiti.
18. No artwork, words (including but not limited to profanity), or logos on your person, clothing, belongings, or skate gear that is offensive, as determined by ZioN Skate Park management.
19. No skating in the eating area, waiting area, check-in area, skate shop, on the carpeted/matted areas, or any other area marked with yellow caution tape or "Keep Out" signs.

PARENTS' RULES: 1) You are **NOT** allowed in the skating area without the assistance of ZioN Skate Park staff. If you enter the skating area without assistance, YOU WILL BE ASKED TO LEAVE. This rule is for YOUR protection and for the safety of all skaters. 2) **DO NOT YELL AT or SCREAM at/to your child or any other skater** in ZioN Skate Park. Your loud yells may cause an accident among the skaters. If you need to speak to your child and can't get his/her attention, ask ZioN Skate Park staff to get him/her for you. 3) You will be asked to leave if you cause a disturbance of any kind, and you/your child will not receive a refund. 4) Observe rules listed above.

VIOLATION OF ANY OF THESE RULES WILL RESULT IN EXPULSION FROM ZioN Skate Park OR PERMANENT SUSPENSION OF SKATE PRIVILEGES. NO REFUNDS WILL BE GIVEN. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL RULES, AND/OR I HAVE EXPLAINED ALL RULES TO MY CHILD. If any rule was unclear, I asked for clarification. I/ my child willingly agree to comply with all rules. If I am the parent of a child participant under 18, I agree to quickly remove my child from ZioN Skate Park if s/he has broken a rule and been expelled for the day or permanently suspended, without question or request of refund.

ENTIRE AGREEMENT

I UNDERSTAND THAT THIS AGREEMENT IS BETWEEN THE UNDERSIGNED AND ZioN Skate Park, their agents or employees, and/or including my child participant named on the other side. My signature indicates that I have read this entire two-page document and asked questions if necessary for my/ my child's understanding. I agree to be bound by its terms. I sign this document voluntarily and without inducement.

Skater's Last Name _____ First Name _____ # _____

Signature of Skater _____ Date _____

Signature of Parent/Legal Guardian if skater is under 18 yrs. old: _____ Date _____

Sworn to and subscribed before me this _____ Day of _____, 20_____.

Notary Public