

DATE: \_\_\_\_\_

**AGREEMENT INCLUDING WAIVER AND RELEASE, ASSUMPTION OF  
RISKS & INDEMNIFICATION FOR**

**SUBLIMINAL SKATEPARK INC.**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ  
ALL OF IT CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT  
PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT.**

**HELMETS MUST BE WORN IN ORDER TO PARTICIPATE**

**PARTICIPANT'S NAME:** \_\_\_\_\_ **(PRINT) AGE:** \_\_\_\_\_

**PARENT'S/LEGAL GUARDIAN'S NAME** (Required if under 18 years of  
age):

**PRINT:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

I, the above PARTICIPANT (or, if the Participant is younger than 18 years of age, the PARENT or LEGAL GUARDIAN of the above named PARTICIPANT), agree to the following:

**RELEASE, WAIVER AND INDEMNITY**

In partial consideration for admission into SUBLIMINAL SKATEPARK INC., viewing privileges and use of the facilities, I, on my own behalf and on behalf of the Participant, hereby agree to release, acquit, discharge, and covenant to hold harmless SUBLIMINAL SKATEPARK INC., the owners of SUBLIMINAL SKATEPARK INC., and each of their shareholders or owners, agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (the "covered parties"), from any and all claims, actions, damages, liability, costs or expenses and attorneys' fees which are related to, arise out of, or are in any way connected to my participation or use or the participant's participation or use of SUBLIMINAL SKATEPARK INC. facilities (either in the interior or the exterior), use of equipment or property supplied by SUBLIMINAL SKATEPARK INC., including protective gear, which may be rented, or my presence or the Participant's presence at SUBLIMINAL SKATEPARK INC., whether or not such claims, actions, damages, liability, costs or expenses are caused by negligence or omissions of SUBLIMINAL SKATEPARK INC. or any other covered parties. I understand that the covered parties are not responsible for any personal property that is lost, stolen or damaged at SUBLIMINAL SKATEPARK INC. In the event that I do file a claim against SUBLIMINAL SKATEPARK INC. I agree on behalf of the Participant and me that any such claim shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Boston, Massachusetts before a single arbitrator, who shall be selected by mutual agreement. I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of Massachusetts. I understand and give permission that the possibility exists that I/the Participant may be photographed and or videotaped due to the various activities at SUBLIMINAL SKATEPARK Inc.

I agree, on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend SUBLIMINAL SKATEPARK INC. and any other covered party from any and all claims, actions, damages, liability, costs or expenses and attorney fees of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation in any activity at SUBLIMINAL SKATEPARK INC. I give consent and permission to SUBLIMINAL SKATEPARK INC. or a covered party to obtain on the behalf of my minor child, the Participant, or me any emergency medical attention and treatment at my sole expense. I certify that I have adequate insurance to cover any injury or damage

that I/the Participant may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to the Participant or me. I further certify that I am willing to assume the risk of any medical or physical condition the Participant or I may have.

I agree that this Agreement is intended to be construed and interpreted as broadly as permitted by the laws of Massachusetts. If any portion of this Agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this agreement not found to be invalid, and the remainder of this agreement shall remain in full force and effect.

### **ASSUMPTION OF RISK**

I acknowledge and understand that in-line skating, skateboarding, biking and similar activities are hazardous and dangerous activities that involve strenuous exercise. I acknowledge the risk of injury from the activities involved can be significant, including the potential for permanent paralysis, death and serious bodily injury and damage to property. I acknowledge that my presence or the Participant's presence and any participation in activities at SUBLIMINAL SKATEPARK INC. are strictly voluntary and that there is no one forcing me and or the Participant to participate in any activities at SUBLIMINAL SKATEPARK INC. I hereby represent that no special relationship exists between me/the Participant and any of the covered parties and that I am not under any physical, economic or other compulsion to sign this Agreement. On my own behalf and on behalf of the Participant, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my/the Participant's participation while on the premises of SUBLIMINAL SKATEPARK INC. I am also aware that there is an inherent risk in simply being at SUBLIMINAL SKATEPARK INC. and/or observing, photographing or videotaping the activities. On my own behalf and on behalf of the Participant, I knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

### **MEDICAL RELEASE**

In the event that I cannot be reached in an emergency, I hereby give permission to any SUBLIMINAL SKATEPARK Inc. employee and any licensed physician, surgeon, clinic or hospital to secure/seek proper treatment and to order anesthesia for the Participant or me as named above.

**I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY PARENT/LEGAL GUARDIAN SIGN THIS DOCUMENT. I HAVE CAREFULLY READ AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE REVIEWED SUBLIMINAL SKATEPARK INC.'S RULES AND REGULATIONS AND HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT SUBLIMINAL SKATEPARK INC., THE STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST SUBLIMINAL SKATEPARK INC.**

**\*PERSON SIGNING THIS FORM ACCEPTS FULL RESPONSIBILITY FOR PARTICIPANT\***

**NAME OF PARTICIPANT (please print) :** \_\_\_\_\_

**SIGNATURE OF PARTICIPANT:**

\_\_\_\_\_

**DATE OF BIRTH OF PARTICIPANT:** \_\_\_\_\_

**AGE:** \_\_\_\_\_

PARENT/GUARDIAN (please print) : \_\_\_\_\_

PARENT'S/GUARDIAN'S SIGNATURE:  
\_\_\_\_\_

**Emergency Phone Numbers:**

\_\_\_\_\_ Cell/Home  
Participant's Address: \_\_\_\_\_ Street  
\_\_\_\_\_ City/State/Zip

THIS FORM MUST BE SIGNED IN THE PRESENCE OF AN EMPLOYEE OF SUBLIMINAL SKATEPARK INC. IF A PARENT/ GUARDIAN DOES NOT ACCOMPANY A PARTICIPANT UNDER THE AGE OF 18, THIS FORM MUST BE NOTARIZED.

**NOTARY SEAL:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

SUBLIMINAL SKATEPARK EMPLOYEE \_\_\_\_\_

DATE: \_\_\_\_\_