

Valley Skate Park Participant Agreement, Indemnification, General Release & Assumption of Risk

Participant
Name:
Date of Birth:
Address:
City, State, Zip:
Home Phone: Cell Phone:
Email:

Parent/Legal Guardian Information (if participant is under 18)
Name:
Relationship: Date of Birth:
Address:
City, State, Zip:
Home Phone: Cell Phone:
Email:

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, AND A WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PUBLIC PROPERTY AND INDEMNITY FOR ALL THIRD PARTY CLAIMS ("AGREEMENT")

I UNDERSTAND THAT SKATEBOARDING, IN-LINE SKATING, KICK SCOOTERING, & BMX BICYCLE RIDING ARE INHERENTLY DANGEROUS ACTIVITIES AND CONSTITUTE HAZARDOUS RECREATIONAL ACTIVITIES UNDER CALIFORNIA GOVERNMENT CODE 831.7. I understand that the Valley Skate Park ("Skate Park") involves ramps and obstacles and that participants practice a variety of skateboarding, in-line skating, BMX bicycle & scooter riding techniques. I am aware that the usual risks, hazards and dangers of personal injury, disability, death, or property damage and loss necessarily increase when I or others use ramps, curbs, steps, railings, half pipes, inclines or declines, bowls or any other structure or device. I understand that the risks, hazards and dangers of using the Skate Park include, but are not limited to, uncontrollable skateboards, bicycles, in-line skates, and scooters, falling, jumping, landing, performing tricks, colliding with other participants, staff, bystanders or spectators. (All of the above activities are collectively referred to in this Agreement as "Hazardous Activities"). I understand that accidents can occur during the Hazardous Activities and that participants can occasionally suffer serious injury, disability, death, or property damage or loss. I realize that NO MEDICAL INSURANCE IS PROVIDED BY THE CITY OF BURBANK for any injuries that may occur to me while participating in any activity at the Skate Park. Fully understanding the risks, hazards, and potential for injury or death, I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF ANY PERSONAL INJURY, DAMAGE, LOSS, HARM, DEATH, CLAIM, MEDICAL EXPENSE, AND ANY OTHER TYPE OF EXPENSE THAT MAY OCCUR DURING OR AS A RESULT OF MY USE OF, OR PARTICIPATION AT THE VALLEY SKATE PARK.

By this Agreement, it is my intention to forever relieve the City of Burbank, its officers, employees, agents, and volunteers (collectively, "City") of any duty to me regarding the operation of or activities at the Skate Park. By this Agreement I also intend to forever release, discharge, absolve, and indemnify the City from any and all liability for any claims, whatsoever, arising out of my use of or participation at the Skate Park, including those resulting from any negligence of the City. By this Agreement, I also intend to forever waive and relinquish the City from any claim or cause of action for personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by the condition or maintenance of the Skate Park or any of its structures, devices, or other elements, and promise not to sue or exercise any legal right to seek damages from the City.

In consideration of using the Skate Park, I agree as follows:

- 1. As to my participation in any activity, including but not limited to the Hazardous Activities, and as to any liability for any injury or damages which I may cause, suffer or incur due to any cause whatsoever, while at the Skate Park, I agree:
A. To forever waive any and all claims for any injury or damages that I may have against the City;
B. To forever release the City from any and all liability for any injury or damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity at the Skate Park, including but not limited to the Hazardous Activities; and
C. To forever hold harmless, indemnify, and defend the City from any and all liability for any injury or damages to any third party resulting from my participation in any activity at the Skate Park, including but not limited to the Hazardous Activities.
2. This waiver and release of liability and indemnification Agreement shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability, or death.
3. I have read the Code of Ethics and agree to follow it at all times. I understand that disobeying the rules of the Skate Park, or the Code of Ethics, may result in discipline, suspension, and/or losing my privileges to use the Skate Park, and that paid Skate Park fees will not be reimbursed.
4. I grant the City permission to use my or my child(ren)'s photographs and images, including but not limited to video images, and sound recording, for the purpose of publicizing and marketing City events. I understand that no compensation will be given for the use of these photographs and that these images will become the sole property of the City of Burbank.

I agree this Agreement is intended to be as broad and inclusive as permitted by California law, and that if any portion of this Agreement is held invalid, the balance shall continue in full force and effect.

I certify that I or my child(ren) have no medical condition that would cause participation in activities at the Skate Park to increase the risk of hazard to my health. I authorize the City to provide or cause to be provided medical treatment that may be necessary or appropriate if I or my child(ren) am/are injured while at the Skate Park.

Prior to signing this Agreement I have had the opportunity to consult an attorney about the effect of this Agreement, and I am aware that by signing this Agreement I assume all risks and forever waive and release all rights that I may have against the City.

I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, and agree that no oral representations, statements, or inducements apart from this Agreement have been made by the City or anyone else with regard to the subject matter of this Agreement.

Participant Signature: Date:

If Participant is under 18 years old: My parent and I certify that I am younger than 18 years old. We have completely read, understand and agree to the terms contained in this Agreement.

Parent Signature: Date:

FOR OFFICE USE ONLY
PASS#: DATE: RESIDENT/NON-RESIDENT: STAFF INITIALS: