

HOMESTEAD PARK
100 Northern Park Drive
Chapel Hill, NC 27514

www.chapelhillskatepark.com



Name _____

(first name)

(last name)

(phone number)

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT.

Participant will not be granted if all of the following is not properly completed. Read carefully, print neatly, and use ink only.

Name (please print) _____
(last) (first) (mi)

Mailing Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Mobile _____

Date of Birth ____/____/____ E-mail _____

Parental or Legal guardian information if applicant is under 18 years of age.

Name (please print) _____
(last) (first) (mi)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Mobile _____

Email address _____

Emergency Contact _____

Emergency Phone # _____

This is a release of liability, waiver of claims, and assumptions of risk agreement. By signing this document you, and or, if you are under the age of 18, your parent(s) or legal guardian(s) are entering into a contract wherein you, your parent or legal guardian will be waiving certain legal rights. These include the right to sue for any and all damages, which results from your participation in events or activities at Chapel Hill Skatepark and Vertical Urge facilities.

In consideration of the services of Chapel Hill Skatepark, Vertical Urge, Project 58, and Aloha II. Inc., the Town of Chapel Hill, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any and all capacity on their behalf (herein after collectively referred to as "the facility"). I do hereby agree to waive, release, indemnify, and discharge "the facility" on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

- I. I acknowledge that this liability release is solely intended to discharge in advance, "the facility" from and against any and all liability arising from my participation at "the facility".**
- II. I acknowledge that my participation in boarding activities, examples include skateboarding, surfing, snowboarding, and wakeboarding. Other activities include in-line skating, or sports known as dangerous but not mentioned here involve inherent risks, dangers and hazards. Participation can result in serious personal, physical, emotional injury, paralysis, death, damage to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.**
- III. I expressly acknowledge and agree to accept and assume all of the risks existing in this activity. My participation in these activities is purely voluntary and I elect to participate in these activities in spite of these risks.**
- IV. In the event "the facility" or their agents be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold "the facility" harmless for all such fees and costs.**
- V. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating and I agree to bear any and all cost of such injuries or damages to property and myself. I further acknowledge, certify and agree that I assume the risk of any pre-existing medical and physical conditions that exist.**

- VI. In the event that I file a lawsuit against “the facility” I agree to do so solely in the state of North Carolina and I further agree that substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- VII. By signing this document, I acknowledge that if anyone is hurt or property is damaged upon entering “the facility” or during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against “the facility” on the basis of any claim from which I have released them herein.
- VIII. I have read this Release of Liability, waiver of claims, and assumption of risk agreement, fully understand the terms, and understand I have given up substantial rights by signing it. I sign it freely and voluntarily without inducement.

Participant’s
Signature _____ Date _____

CHSP/VU Witness Signature _____

(participants under the age of 18 must have parental or LEGAL GUARDIAN signature consent—see next page)

Parental or Guardian signatures for participants under the age of 18 at the age of registration.

In consideration of _____ being permitted by
(Participant name)
"The facility" to participate in its activities and to use its equipment and facilities, do hereby certify that I _____
(Parent or legal guardian name)

With legal responsibility for the named participant do consent and agree to the terms and full effects of this contract and do hereby permit named participant's participation at "The Facility".

In addition, I do hereby permit and authorize "The Facility" in the event of a medical emergency that requires emergency treatment for name participants to authorize such treatment.

SIGNATURE _____ DATE _____
(Parent or legal guardian)

CHSP/VU WITNESS SIGNATURE _____

Form must be notarized if parent or legal guardian is not present at the time of registration.

_____ COUNTY
_____ (state)

I, _____, a Notary Public for said County and State, do hereby certify that _____, Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20_____.

NOTARY PUBLIC (Seal)
My commission expires: _____