



WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Last Name _____ First Name _____

THIS AGREEMENT APPLIES TO THE COVE, SANTA MONICA SKATEPARK.

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

I know that skateboarding, in-line skating, skating and bicycle riding are inherently dangerous sports and recreational activities in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "damages"), necessarily increase when I or others use ramps, curbs, steps, railings, half pipes, inclines or declines, bowls or any other structure or device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, as well as colliding with other users, staff, bystanders or spectators. I also understand that these 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 facilities. (All of the above-defined activities are collectively referred to throughout this Agreement as "the Hazardous Recreational Activities.")

By this Agreement, it is my intention to forever relieve CITY OF SANTA MONICA, its officers, employees, and agents, volunteers, sponsors, vendors, contractors, exhibitors (hereinafter "CITY") of any duty to me and I do assume the entire risk of any personal injury, damage, loss, harm, death, claim, medical expense and any other type of expense that might occur during or as a result of my use of, or presence at The Cove, Santa Monica Skatepark (hereinafter "The Cove"). By this Agreement, I also intend to forever release, discharge and absolve CITY from any and all liability for any active or passive negligence whatsoever by CITY and to waive and relinquish any claim or cause of action against CITY for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by any negligence of CITY and promise not to sue or exercise any legal right to seek damages from CITY. By this Agreement, I also intend to forever release, discharge, waive and relinquish and absolve CITY from any and all claims or causes of action against CITY for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by the condition and/or maintenance of The Cove premises or any of its structures or devices, including but not limited to ramps, curbs, steps, railings, half pipes, inclines, declines, or bowls and promise not to sue or exercise any legal right to seek damages from CITY.

Initials: _____

In consideration of utilizing The Cove, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Recreational Activities and as to any and all liability for any injury or damages which I may suffer or incur due to any cause whatsoever, while on The Cove premises, I hereby agree:
 - a. To forever waive any and all claims for any injury and/or damages that I may have against CITY or any other person, company or entity in any way associated with it;
 - b. To forever release CITY from any and all liability for any injury and/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, including but not limited to the Hazardous Recreational Activities;
 - c. To forever hold harmless and indemnify CITY from any and all liability for any injury and/or damages to any third party resulting from my participation in any activity, including but not limited to the Hazardous Recreational 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, understand and agree to be bound by the SANTA MONICA SKATE PARK RULES FOR USE while using The Cove. I understand the rules and that violation of the rules may result in loss of park privileges, removal from the park and/or citation.

I acknowledge and understand that The Cove is a drop-in recreation facility. CITY does not supervise skate park use or users and assumes no responsibility for them.

I acknowledge and understand that this agreement affords CITY broader rights and protections than provided by statute, including but not limited to California Health and Safety Code Section 115800, and California Government Code Sections 835 and 831.7.

I hereby consent to the photographing, recording or reproduction in any other manner (including the use of videotapes and audiotapes) of my or my child's likeness, voice and/or skate park activities and further authorize CITY to make unlimited use of such reproductions, including but not limited to, broadcasting to the public of the reproductions over radio and television stations. I understand that I will not receive any monetary compensation, now or in the future, for participating. I hereby release and hold harmless CITY from any claims that may result from the use of such reproductions.

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

Initials: _____

I certify that I have no medical condition that would cause participation in any activities at The Cove to increase the risk of hazard to my health. In addition, I authorize CITY to provide or cause to be provided such medical treatment that may be necessary or appropriate if I am injured while at The Cove.

I HAVE READ AND VOLUNTARILY SIGN AND INITIAL THIS 3 PAGE AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by CITY with regard to the subject matter of this Agreement.

If I am younger than 18 years old, my parent (legal guardian) and I hereby certify that I am younger than 18 years old. I (We) have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I (We) have had the opportunity to consult an attorney about the affect of this agreement. I (We) are aware that, by signing this Agreement, I (We) assume all risks and waive and release all rights that I (We) and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against CITY.

THIS AGREEMENT MUST BE SIGNED IN PRESENCE OF CITY STAFF.

Participant's signature _____

Date _____

Parent (legal guardian) signature _____

Date _____

Parent (legal guardian) driver's license # _____

Phone _____

Verified By _____ (City Staff Only)

ACKNOWLEDGEMENT

(Note: If City staff cannot witness the parent or guardian's signature, the form must be notarized)

State of California

County of _____

On _____ *(date) before me* _____ *(name)*

Personally appeared _____ *(name), personally known to me – OR – proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.*

Witness my hand and official seal.

SIGNATURE OF NOTARY