



## SKATE PARK

### Participant Agreement, Agreement to Indemnify, & Risk Acknowledgment

In consideration of the services of the City of New York and the Department of Parks & Recreation, their agents, officers participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as **THE CITY AND PARKS**), I now agree to release & discharge **THE CITY AND PARKS**, on behalf of myself, my children, my parents, my heirs, assigns, Personal representatives and estate as follow:

1: I acknowledge that inline skating, skateboarding and biking entail known & unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks I agree to wear a protective helmet, kneepads and elbow pads at all times that I am in the Skate Park.

#### **THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:**

- Nature of the activity.
- Latent or apparent defects or conditions in equipment or property supplied by **THE CITY AND PARKS**, or other persons or entity.
- Use of property by myself, others or equipment supplied by **THE CITY AND PARKS**, or other persons or entity.
- Acts of other participants in this activity, employees or agents of **THE CITY AND PARKS**.
- My own physical condition, or own acts or omissions.
- Conditions of **THE CITY AND PARKS** facility & surrounding grounds or terrain and accidents connected with their use.
- First Aid emergency treatment or other services.

2: I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect to participate in spite of the risks.

3: I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless **THE CITY AND PARKS**, from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of **THE CITY AND PARKS** equipment or facilities, including any such claims which allege negligent acts or omissions of **THE CITY AND PARKS**, except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of the **THE CITY AND PARKS**.

4: Should **THE CITY AND PARKS**, or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement to indemnify and hold them harmless of all such fees and costs.

5: I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

Insurance Company Name \_\_\_\_\_, Policy or Group # \_\_\_\_\_

**By signing this document, I acknowledge that if anyone is hurt, or property damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against THE CITY AND PARKS, on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read the entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name \_\_\_\_\_  
Address: \_\_\_\_\_



Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**SKATE PARK  
Parent's or Guardian's Additional Indemnification  
(Guardians of participants, under the age of 18, must complete this section)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by **THE CITY AND PARKS** to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold **THE CITY AND PARKS** harmless with such use or participation by Minor.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during the Minor's participation in this activity, a court of law may find me to have waived my right to maintain a lawsuit against **THE CITY AND PARKS**, on the basis of any claim from which I have released them herein.

**I have had sufficient opportunity to read the entire participant agreement, agreement to indemnify, and risk acknowledgement document on the front of this sheet. I have read and understood, and I agree to be bound by its terms.**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE PARTICIPANT AGREEMENT, AGREEMENT TO INDEMNIFY, & RISK ACKNOWLEDGMENT DOCUMENT ON THE FRONT OF THIS SHEET. I HAVE READ AND UNDERSTOOD, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Phone Number or Pager: \_\_\_\_\_

Date: \_\_\_\_\_

Photo ID furnished, type and ID Number: \_\_\_\_\_

**NOTARIZATION IF FORM IS NOT FILLED OUT IN PRESENCE OF SKATE PARK SUPERVISOR**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ 20\_\_ before me \_\_\_\_\_, personally appeared who proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the foregoing, **PARTICIPANT AGREEMENT, AGREEMENT TO INDEMNIFY, AND ACKNOWLEDGEMENT OF RISK DOCUMENT**, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument executed the instrument

Witness my hand and official seal.

Signature: \_\_\_\_\_ Seal: \_\_\_\_\_