



WAIVER RELEASE AND LIABILITY AGREEMENT

It is understood that a participant cannot participate in the Don Gifford Skatepark Classic until this Waiver Release and Liability form has been completed and signed. The undersigned hereby voluntarily forever releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the undersigned which may arise out of the undersigned's participation in the Don Gifford Skatepark Classic, and any activities incidental thereto, for him/herself and for his/her, heirs, executors, administrators, and assigns. The undersigned further agrees that he/she shall not prosecute or present any claim for personal injury, property damage or wrongful death against the Friends of Redlands Skatepark, the Optimist Club of Redlands, the Rotary Club of Redlands, Don Gifford, Neal Waner, Dave Maupin, and the City of Redlands or any of its elected official, officers, agents or employees (herein referred to as "Releases") for any of such causes of action.

The undersigned acknowledges, understands and assumes the risks inherent in skateboard, BMX, and scooter activities, that such activities entail risks of physical injury to his/her person and property, and that the undersigned's participating in the Don Gifford Skatepark Classic with full knowledge of these risks. The undersigned further acknowledges and understands that this waiver includes, but is not limited to, any action or cause of action arising from (1) performance of, or failure to perform, maintenance, inspection, supervision, control or security of the property on which the Don Gifford Skatepark Classic will occur; (2) failure to warn of dangerous conditions existing on or near the property on which the Don Gifford Skatepark Classic will occur; (3) for any acts or omissions by spectators; (4) for the Don Gifford Skatepark Classic supervision or (5) for any hidden, latent or obvious defects or dangerous conditions existing on or near the property on which the Don Gifford Skatepark Classic will occur.

IT IS THE INTENTION OF THE UNDERSIGNED BY EXECUTING THIS INSTRUMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY THE PASSIVE NEGLIGENCE OF THE RELEASEES.

The undersigned for him/herself, and his/herself heirs, executors, and administrators or assigns, agrees that in the event any claim for the undersigned's personal injury, property damage or wrongful death shall be prosecuted against Releases, he/she shall indemnify and save harmless Releases from any and all claims or causes of action by whomever or wherever made to presented for the undersigned's personal injury, property damage or wrongful death.

The undersigned acknowledges that he/she has fully read this Waiver, Release and Indemnity Agreement, has been fully and completely advised concerning the effects of the waiver, Release and Indemnity Agreement and is fully aware of the legal consequences of signing this document. The undersigned acknowledges that the Friends of Redlands Skatepark, the Optimist Club of Redlands, the Rotary Club of Redlands, Don Gifford, Neal Waner, Dave Maupin, and the City of Redlands has no obligation to offer Skate, scooter, and BMX programs or to allow participant to participate in these events. Participant further acknowledges that the property upon which the activity is to be conducted may not be in a condition that participant agrees is safe, and it is up to the participant to inspect and make the determination whether in fact to participate in the recreational activity. By signing this form, participant is asking permission to participate in this program and acknowledges that he/she could be injured and that he/she is giving up legal rights. Participant is aware that participation in this activity is voluntary and that participation is voluntarily engaging in the activity with knowledge of the danger involved and hereby agree to accept any and all risks involved.

RULES AND REGULATIONS TO REDLANDS SKATE PARK AT SYLVAN PARK

The undersigned, hereby, states and agrees to the following:

While competing in the Don Gifford Skatepark Classic all participants must wear a helmet, elbow pads, and knee pads.

Additional ramps, jumps, obstacles or any other equipment will not be used within the skate park.

Use of motorized vehicles within the skateboard park is prohibited.

Every person shall comply with all written rules and regulations established by the City of Redlands Skate park; and no person shall willfully disobey or comply with any lawful order or direction of any City employee implementing, caring out, or furthering the purpose of any rule or regulation posted at the Redlands Skate park.

I have read and hereby agree to abide by the Don Gifford Skatepark Classic Rules and Regulations. I further acknowledge that my participation in the Don Gifford Skatepark Classic will be jeopardized should I fail to adhere to those rules. Furthermore, I give my permission to have the below-named participants treated in the event of accident or illness.

PARTICIPANT'S NAME (PLEASE PRINT)

PARTICIPANT'S BIRTHDATE

PARTICIPANT'S SIGNATURE

DATE:

PARENT/GUARDIAN NAME (PLEASE PRINT) IF UNDER 18

PARENT/GUARDIAN SIGNATURE IF UNDER 18

DATE: