

**SKATEBOARD PARK USE AGREEMENT, AND  
WAIVER AND RELEASE OF CLAIMS**

**This Agreement, Waiver and Release is required to be completely filled out and submitted to the City by the Skater or Skater's parent or legal guardian prior to the Skater using the City of Laguna Niguel Skateboard Park and in order to obtain a permit to use the Park.**

**Skater's Name:**

\_\_\_\_\_

**Last                      First                      Middle**

**Birth Date:** \_\_\_/\_\_\_/\_\_\_    **Sex:**   M     F    
                   Mo. Day Year        (circle one)

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Home Phone:** ( ) \_\_\_\_\_    **Work Phone:** ( ) \_\_\_\_\_    **Cell:** ( ) \_\_\_\_\_

**Parent/Guardian's Name (if skater is under 18):** \_\_\_\_\_

**Parent/Guardian's Address (if different than skater):** \_\_\_\_\_

\_\_\_\_\_

**Home Phone:** ( ) \_\_\_\_\_    **Work Phone:** ( ) \_\_\_\_\_    **Cell:** ( ) \_\_\_\_\_

**Skater's Medical Information (allergies, medications, limitations, etc.)** \_\_\_\_\_

\_\_\_\_\_

**Permit Date:** \_\_\_\_\_                      **Permit Number:** \_\_\_\_\_

**Permit holder will participate in:** Skateboarding/inline skating: \_\_\_\_\_ BMX bike riding: \_\_\_\_\_  
 Check one or both.

\_\_\_\_\_  
 Skater's Initials

\_\_\_\_\_  
 Parent/Guardian's Initials

## AGREEMENT, WAIVER AND RELEASE

1. **THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, A WAIVER AND RELEASE OF ALL LIABILITY FOR ALL CLAIMS, INCLUDING THOSE RESULTING FROM NEGLIGENCE OF CITY, AND AN INDEMNITY FOR ALL THIRD PARTY CLAIMS.**

2. This Agreement concerns the use by the skater of the City of Laguna Niguel Skateboard Park (hereinafter the "Park"). It also constitutes the waiver and release by the skater of any potential claims skater may have in the future against the City of Laguna Niguel, including those resulting from negligence of City, arising out of the skater's use of the Park.

The City of Laguna Niguel as used in this Agreement, Waiver and Release, includes all of the following: The City of Laguna Niguel, the Laguna Niguel Community Services District, which is a subsidiary district of the City, and all of their council members, officers, directors, managers, employees, agents, contractors, volunteers, sponsors, vendors, exhibitors, and any other person, company, or entity in any way associated with the City. All of these are collectively referred to in this Agreement, Waiver and Release as the "CITY".

3. I understand that skateboarding and in-line skating are inherently dangerous sports and activities. I choose to voluntarily participate at my own risk in skateboarding and in-line skating, including skating at the Park. I am aware that the usual risks, hazards and dangers of skateboarding and in-line skating include personal injury, death and disability and property damage or loss (collectively "Injuries"), and that these necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure or device, like the ones at the Park. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable skateboards, falling, jumping, landing, performing tricks, and colliding with other users, staff, media personnel and 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 Activities.") I understand and agree that I am voluntarily assuming all risks of participating in the Hazardous Activities at the Park.

4. By this Agreement, it is my intention to relieve the CITY of any duty to me regarding the operation of or activities at the Park, and I do assume the entire risk of any Injuries which might occur during or as a result of my use of, or presence at, the Park. By this Agreement, I also intend to release, discharge and absolve the CITY from any and all liability for any claims, whatsoever, arising out of my use of the Park, including those resulting from negligence of CITY, and waive and relinquish any claim or cause of action against the CITY for any claim, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any action of CITY, including negligence, that may occur in the future, and I promise not to sue or exercise any legal right to seek compensation for Injuries from CITY.

5. In consideration of using the Park, I agree to the following:

\_\_\_\_\_  
Skater's Initials

\_\_\_\_\_  
Parent/Guardian's Initials

A. As to my participation in any activity at the Park, including, but not limited to, the Hazardous Activities, and as to any and all liability for any Injuries which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the Park, I hereby agree:

- (1) To waive any and all claims for Injuries that I may have in the future against CITY.
- (2) To release CITY from any and all liability for any Injuries that I may suffer or incur in the future, or that my next of kin may suffer, as a result of my participation in any activity, including but not limited to, Hazardous Activities while at the Park.
- (3) To hold harmless and indemnify CITY from any and all liability for the Injuries to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the Park.

B. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") 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.

C. I have read, understand and agree to be bound by the Skateboard Park Regulations which are contained in Ordinance No. 2003-127 and which governs my conduct while using the Park. I understand that these rules are strictly enforced. I understand that if I violate any of these rules, City staff may remove me from the Park.

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

7. I certify that I have no medical condition that would cause participation in activities at the Park to be potentially hazardous to my health. In addition, this Agreement shall constitute authorization for the City to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while at the Park.

**8. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, INCLUDING THE WAIVER AND RELEASE. The undersigned certifies that all information provided is accurate. The undersigned agrees that no oral representations, statements, or inducements apart from this Agreement have been made by CITY or anyone else with regard to the subject matter of this Agreement.**

9. If I am under 18 years old, my parent or legal guardian and I hereby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against CITY.

\_\_\_\_\_  
Skater's Initials

\_\_\_\_\_  
Parent/Guardian's Initials

**SKATER:**

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

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

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

**PARENT/LEGAL GUARDIAN:**

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

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

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

**EMERGENCY CONTACT INFORMATION:**

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: Home: (\_\_\_\_) \_\_\_\_\_ Business: (\_\_\_\_) \_\_\_\_\_

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

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_

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who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)