

Haven Skate Park LLC
198 State Street North Haven, CT 06473
Phone: (203) 848-2497 Fax: (203) 848-2498



WAIVER

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT.

In consideration of being allowed to participate and use in any way, on this date or any future date, the property, facilities and services of Haven Skate Park LLC, related activities, events and contests,

**I _____ (the undersigned)
acknowledge, appreciate, and agree that:**

1. THE RISK OF INJURY FROM THE ACTIVITIES INVOLVED AT HAVEN SKATE PARK LLC IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY AND DEATH, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to me does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant concern in my readiness for participation at Haven Skate Park LLC itself, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS HAVEN SKATE PARK LLC, its officers, officials, agents, and/or employees, DROP OUT BMX LLC, DAY ONE SKATE SHOP LLC, GJZUOLO REAL ESTATE LLC, other participants, sanctioned events, sanctioned parks, sanctioned organizations, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property incident to my involvement or participation at HAVEN SKATE PARK LLC, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I UNDERSTAND THAT RAMPS ARE HAZARDOUS BY DESIGN. I will not hold the owners liable for any injury, mishap or death resulting from riding ramps; from skate park design; from skate park construction; from skate park maintenance; spectatorship, or presence at or near Haven Skate Park LLC. This includes but is not limited to slipping, tripping, falling, collision with another person or object, impalement or falling objects.
6. I, for myself and on behalf of my /our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation at HAVEN SKATE PARK LLC, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent of the law.

ASSUMPTION OF RISK

I acknowledge and understand that in-line skating, skateboarding, biking and similar activities are hazardous and dangerous activities that involve strenuous exercise. I acknowledge the risk of injury from the activities involved can be significant, including the potential for permanent paralysis, death and serious bodily injury and damage to property. I acknowledge that my presence or the Participant's presence and any participation in activities at HAVEN SKATE PARK LLC. are strictly voluntary and that there is no one forcing me and or the Participant to participate in any activities at HAVEN SKATE PARK LLC. I hereby represent that no special relationship exists between me/the Participant and any of the covered parties and that I am not under any physical, economic or other compulsion to sign this Agreement. On my own behalf and on behalf of the Participant, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my/the Participant's participation while on the premises of HAVEN SKATE PARK LLC. I am also aware that there is an inherent risk in simply being at HAVEN SKATE PARK LLC and/or observing, photographing or videotaping the activities. On my own behalf and on behalf of the Participant, I knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

HAVEN SKATE PARK LLC RULES AND SAFETY PROTOCOLS

Rules:

No smoking or alcohol anywhere on premise (including parking lot)
No altering, defacing, destroying or removing establishment property
No cursing, spitting or littering
No skating/bike riding in the parking areas
No stealing
No food and/or beverages in the ramp park area

SAFETY PROTOCOL:

All participants must wear a skate/bmx- approved-safety helmet while in the ramp park area AT ALL TIMES! It is your responsibility to wear the helmet with the appropriate certifications for your specific sport. Helmets can be rented at the sign in desk or bought at any of the two pro-shops at Haven Skate Park.

Elbow & knee pads and wrist guards are highly recommended.

Keeping your helmet on while resting or watching outside of the ramp park area is recommended.

Stay alert of your surroundings. Pay attention to other skaters and riders in the park.

Do not skate or ride where others are performing tricks. TAKE TURNS!!!

Avoid dangerous scenarios. Attempt tricks that you have proficiency at.
To avoid collisions, make sure the entire skating/riding path is clear.

Violation of establishment rules will result in ejection without refund. Repeated violations will result in banning of participant from the premise.

I HAVE READ THIS RELEASE OF LIABILITY, THE ASSUMPTION OF RISK AGREEMENT, AND THE SKATE PARK RULES AND SAFETY PROTOCOLS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I attest that I am physically fit and have been trained for this activity. I also waive and release the use of my photograph or likeness for any reason or purpose.

I WANT TO PARTICIPATE IN THIS HAZARDOUS SPORT!

I AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL INJURIES, PERMANENT DISABILITY OR DEATH AND MEDICAL EXPENSES INCURRED at HAVEN SKATE PARK LLC.

I ACKNOWLEDGE AND AGREE TO ALL POSTED RULES AT HAVEN SKATE PARK LLC INCLUDING TO WEAR A HELMET WHEN IN THE DESIGNATED SKATING/RIDING AREAS AT ALL TIMES! ELBOW & KNEE PADS AND WRIST GUARDS ARE HIGHLY RECOMMENDED.

X _____
PARTICIPANT SIGNATURE DATE PRINT NAME DATE OF BIRTH

Email: _____ Male ☐ Female ☐ BMX ☐ Skateboard ☐ In-Line Skate ☐

Address: _____ Apt # _____ City: _____ State: _____

Zip: _____ Phone: (____) _____ Emergency Phone # (____) _____

DRIVER'S LICENSE or ID # include state: _____

If participant is under 18:

X _____
PARENT/ LEGAL GUARDIAN SIGNATURE DATE SIGNED DRIVER'S LICENSE or ID # include state: _____

NAME (Please Print): _____

MEDICAL RELEASE: In the event that I cannot be reached in an emergency, I hereby give permission to any licensed physician, surgeon, clinic, or hospital to secure proper treatment, and to order anesthesia, for my child/myself as named above. My child/I am allergic to the following medications:

Signature

DOCTOR to be notified in case of emergency:

17 AND UNDER, SIGNATURE MUST BE NOTARIZED UNLESS WITNESSED BY A SANCTIONED: PARK, EVENT OR ORGANIZATIONS OFFICIAL OR DIRECTOR. ALL PARTICIPANTS/MEDIA MUST HAVE PHOTO I.D. TO ENTER THE SKATEPARK OR EVENT.

WITNESS SIGNATURE: _____