



LEN MOORE CHULA VISTA SKATEPARK AGREEMENT AND RELEASE OF LIABILITY



**BOYS & GIRLS CLUB
OF CHULA VISTA**

I, _____ am aware THAT SKATEBOARDING AND INLINE SKATING IS A HAZARDOUS RECREATION ACTIVITY, I am also aware that SKATEBOARDING AND INLINE SKATING INVOLVES NUMEROUS RISKS OF INJURY, INCLUDING HEAD INJURIES, ORTHOPEDIC INJURIES, TRAUMA INJURIES AND DEATH, AND I FREELY ASSUME THOSE RISKS.
_____ (Initial)

I hereby acknowledge, agree and represent that I have, or immediate upon entering will, inspect the Boys and Girls Club Skatepark facility and the surrounding premises, and I further warrant that such entry into the Boys and Girls Club Skatepark facility for observation, participation, or use of any of its facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts the same as being safe and reasonably suited for the purposes of skateboarding and inline skating or other similar use. _____ (Initial)

I am voluntarily choosing to skateboard/ inline skate at the Boys and Girls Club Skatepark facility. As lawful consideration for permission to enter this facility for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, I AGREE TO HOLD HARMLESS, DEFEND, INDEMNIFY AND RELEASE FROM ANY LEGAL LIABILITY TO ME OR TO MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, AND AGREE NOT TO SUE OR INTIATE ANY ACTION WHATSOEVER AGAINST THE CITY OF CHULA VISTA ORTHE BOYS OR GIRLS CLUB, their elected and appointed officers, agents, and employees (the "Releasees"), for any loss or damage including all injuries, death, or property damage arising out of, caused by or resulting from any participation in, or observation of, skateboarding, inline skating, or any use of the facilities or equipment, whether or not such injury, death, or property damage was caused by alleged negligence of the Releasees, or any of them.
_____ (Initial)

I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BOYS AND GIRLS CLUB AND THE CITY OF CHULA VISTA its elected and appointed officers, agents, and employees, from any and all claims asserted or liability for damages or injuries to any person or property, that arise out of or in any manner directly or indirectly connected with my participation in skateboarding or inline skating or presence in, upon, about, or at the Boys and Girls Club Skatepark facility, and all expenses of investigating and defending against same, including any claims or liability arising from the active negligence of the Boys and Girls Club or the City of Chula Vista its elected and appointed officers, agents, and employees. _____ (Initial)

I agree that this AGREEMENT AND RELEASE OF LIABILITY is intended to be as broad and inclusive as is permitted by law. Any provisions found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision. This Agreement and Release shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. The signatures to this agreement represent and acknowledge that they have not relied upon any representation or statement made by any employees, representatives, or agents of the City of Chula Vista or the Boys and Girls Club regarding the subject matter, basis, or effect of this Agreement and Release or otherwise, other than those specifically stated in this written Agreement and Release. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT. THIS AGREEMENT IS INTENDED TO BE BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, AND ASSIGNS.**

_____ Signature of Participant Required	_____ Date	_____ Signature of Partent (circle) Parent must sign in person if participant is a minor 17 or under - Required	_____ Date
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NAME AND LIKENESS RELEASE

In further consideration of permission to use the Boys and Girls Club Skatepark facility, I agree that the Boys and Girls Club and the City of Chula Vista and their officers, agents, and employees may use my appearance, name, and likeness in connection with my use of facility in any City publication, including news releases, without my prior consent. I further agree that I am not entitled to any compensation for such use of my appearance, name, and likeness.

_____ Signature of Participant Required	_____ Date	_____ Signature of Partent (circle) Parent must sign in person if participant is a minor 17 or under - Required	_____ Date
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MEDICAL TREATMENT

In connection with any injury I may sustain, or illness or other medical condition I may experience, during my participation in skateboarding or my attendance at the Boys and Girls Club Skatepark facility, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I or my parent or guardian are not able to immediately available to do so.

_____ Signature of Participant Required	_____ Date	_____ Signature of Partent (circle) Parent must sign in person if participant is a minor 17 or under - Required	_____ Date
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LEN MOORE CHULA VISTA SKATEPARK

APPLICATION FOR ENTRY AND RELEASE OF LIABILITY

PLEASE PRINT CLEARLY:

Name: _____

Address: _____

City, State, Zip: _____

Phone: (hm) _____ (wk) _____ (cell) _____

Birth Date: _____ Age: _____

School Attending: _____ Grade: _____

EMERGENCY CONTACT: Emergency phone should be a person who can pick up the participant in the event of an emergency.

Name: _____

Relationship: _____

Phone: (hm) _____ (wk) _____ (cell) _____

Boys & Girls Club Skatepark Rules

For Your Safety

- Park is for skateboarding and inline skating only
All other uses are prohibited.
- All skaters must wear commercially manufactured safety gear, which includes helmet, elbow pads, and knee pads.
- Failure to wear safety equipment may result in loss of park privilege and/ or citation. (Chula Vista Municipal Code Sec. 56.28.045)
- All skaters must have a liability waiver on file. For skaters under 18 years of age, parent/ guardian must sign release forms in person or have forms notarized.
- Minimum age of skaters is 6 years old; Proof of age required.
- All skaters must skate safely at all times and avoid collisions with other. Fighting or other disruptive behavior will result in loss of skating privilege.
- Skaters must abide by staff instructions at all times.
All equipment used by skaters must be in good condition and not damage the park or its structures.
- Spectators are not permitted inside the Park.
- Notify staff of any unsafe conditions found inside or outside of the park.
- The Boys & Girls Club reserves the right to change the park schedule as necessary. Park will not be open during inclement weather.

For the Enjoyment of all Participants

- All food, drink, smoking and chewing gum/ tobacco are prohibited inside the skatepark.
- Profanity and abusive language are prohibited.
- No trespassing while facility is closed for business.
- No skating in parking lot, on sidewalks, curbs, or entrance areas near the skatepark.
- Shirts must be worn at all times.
- No contests of any sort are allowed in the skatepark unless organized by the skatepark.
- The Boys & Girls Club is not responsible for personal property
- All forms of graffiti, tagging, or other means of defacing property is strictly prohibited. Such activity will result in closure of the facility until it can be cleaned or repaired.

I acknowledge that I have read, understand and agree to follow the skatepark rules as posted and listed on the back of this form. Failure to abide by these rules shall be cause for ejection from the skatepark.

Signature of Participant

Date