

KRUSH

S K A T E P A R K

Release and waiver of liability, assumption of risk and indemnity agreement for participants and spectators.

This form must be notarized or completed in the presence of a Krush, Incorporated employee. You must be at least 18 years old to complete this form without a parent or legal guardian.

In consideration of the services being rendered by Krush, Incorporated (hereinafter known as Krush) the undersigned agrees to indemnify, release, hold harmless, and discharge Krush and its owners, officers and employees on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

- I. I acknowledge the sports of skateboarding, inline skating, BMX biking and other related activities are inherently dangerous and carry an assumption of risk.
- II. I, the undersigned, further am aware that risks, hazards and dangers necessarily increase when using ramps, curbs, steps, half pipes, inclines, declines, bowls or any other structure and device and that potential personal injury, death, disability, paralysis, emotional injury, property damage and other unanticipated injuries may result from my participation in activities held by Krush, Incorporated.
- III. Risks include, but are not limited to: collision with other participants, the walls or other fixed objects and fixtures, falling down, my own equipment failure or the failure of other participants' equipment, my own negligence or others, uncontrollable boards and bicycles, jumping, performing tricks, colliding with non-participants, such as staff, media personnel and spectators.
- IV. These risks 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. These risks will vary from time to time and day to day based on participant levels, course design, set-up, equipment, type of event, and other factors.
 - A. I hereby expressly agree and promise to accept all of the risks existing in this activity. My participation is strictly voluntary. I further release, waive, discharge the owners, agents, officers, employees, volunteers, participants and all other persons or entities acting in any capacity for or with Krush, Incorporated.
 - B. I certify that I have adequate insurance coverage in the eventuality any injury or damage I may cause or suffer while participating or other related usage of Krush, Incorporated, its premises, or equipment. Should my insurance prove inadequate, I agree to bear all cost of any such injury or damage to myself or others, caused by my actions.
 - C. I further certify that participating in the strenuous activities at Krush, Incorporated may aggravate any medical or physical conditions I may have whether known or hidden. I agree to accept all responsibility for my physical well being.

The undersigned understands that participants are required to wear an adequate helmet while participating and the use of additional protective gear including footwear, elbow and knee pads is recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while using the facility, including causing any other riders an unreasonable risk of harm.

I certify that I am at least 18 years old. I have completely read and understand this waiver and accept all its terms. I understand that I have given up substantial rights by signing it. I further understand the release is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that should any portion thereof be held invalid, agree that the balance shall, notwithstanding, continue in full force and effect. I am signing freely and voluntarily without any inducement, assurance or guaranty being made to me. Prior to signing this waiver and release, I have had the opportunity to ask any questions concerning the waiver and release, Krush, Incorporated and the skate park facility.

I am participating in: Skateboarding In-Line BMX

PLEASE PRINT NEATLY WITH INK ONLY - IF WE CAN'T READ IT - YOU CAN'T GO IN!

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| <input style="width: 100%; height: 20px;" type="text"/> Participants Full Name | <input style="width: 100%; height: 20px;" type="text"/> Home Phone |
| <input style="width: 100%; height: 20px;" type="text"/> Address | <input style="width: 100%; height: 20px;" type="text"/> City |
| <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> Today's Date ____/____/____ | E-MAIL _____ |
| State <input style="width: 20px; height: 20px;" type="text"/> Zip Code <input style="width: 40px; height: 20px;" type="text"/> | Date of Birth ____/____/____ |
| Signature (only if 18 years or older) _____ | Date ____/____/____ |
| Signature of Parent or Legal Guardian _____ | Date ____/____/____ |
| Below required if the above participant is under 18 years of age. | |
| <input style="width: 100%; height: 20px;" type="text"/> Emergency Contact Full Name | <input style="width: 100%; height: 20px;" type="text"/> Emergency Contact Phone |

IF YOU WOULD LIKE YOUR CHILD TO HAVE ACCESS TO THE SKATE PARK IN THE FUTURE WITHOUT YOUR ATTENDANCE – COMPLETE THE SECTION BELOW.

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| I am at least 18 years of age and understand that while a helmet is strongly recommended it is my choice to participate without one. I further understand this increases my risk of injury both in frequency and severity due solely to my choice of skating with no head protection. _____ Signature | I further understand, acknowledge and desire this waiver remain in full force and effect for one (1) calendar year from the above date. By signing below, I understand and realize that my child may be able to re-enter Krush Incorporated without my knowledge or per-occasion consent. _____ Parent/Legal Guardian Signature |
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| If the participant is under 18 years of age and the parent or guardian is <u>not present</u> , this form must be notarized _____ Notary Signature | _____ Date ____/____/____ |
|---|------------------------------|

NOTARY
SEAL