

SKANK SKATES INTERNATIONAL, INC.

1101 South Grand Avenue East, Springfield IL 62703, (217) 522-7267

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned acknowledges that skateboarding, inline skating, roller skating, BMX and other bicycle riding are inherently dangerous activities, but still desires to participate in these activities at his or her own risk. If a parent or guardian of a minor, the undersigned agrees to allow the minor named to participate in the "risks" at his or her own risk. If a parent or guardian of a minor, the undersigned agrees to allow the minor named to participate in the "risks" at his or her own risk. The undersigned is further aware that the usual risks, hazards and dangers (hereinafter "risks") of personal injury, death, disability, property damage and other loss, necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. These risks include but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, colliding with others, such as staff, media personnel and spectators. 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. The risks may vary from time to time and day to day based on the course design, setup, equipment, type of event, and other factors.

For valuable consideration, including permission to utilize said SKANK SKATES premises in any way, or other facilities of the corporation, including but not limited to being permitted to compete, officiate, observe, or participate in any other way, the undersigned:

1) **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SKANK SKATES INTERNATIONAL, INC., ITS OWNERS, OFFICERS, AGENTS, SUBSIDIARIES, EMPLOYEES, VOLUNTEERS, ANY OTHER PERSON ENTITY IN ANYWAY ASSOCIATED WITH SKANK SKATES INTERNATIONAL, INC., AND THE OWNERS AND LESSEES OF THE PREMISES, (ALL UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO USE OF ITS PREMISES, OR EQUIPMENT, OR OTHER FACILITIES OF THE CORPORATION WHETHER CAUSED BY AN ACT OF NEGLIGENCE OF THE RELEASED OR OTHERWISE;**

2) **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF ITS PREMISES, OR EQUIPMENT, OR OTHER FACILITIES OF THE CORPORATION, WHETHER CAUSED BY AN ACT OF NEGLIGENCE OF RELEASED OR OTHERWISE;**

3) **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASED FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO USE OF ITS PREMISES, OR EQUIPMENT, OR OTHER FACILITIES OF THE CORPORATION, WHETHER CAUSED BY AN ACT OF NEGLIGENCE OF THE RELEASED OR OTHERWISE;**

The undersigned further agrees that this instrument (the terms of which collectively are referred to as Release and Waiver form) is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

Participants are strongly encouraged to wear an adequate helmet while participating and use of additional protective gear including footwear, elbow and kneepads 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 HAVE COMPLETELY READ AND UNDERSTAND THIS RELEASE AND WAIVER FORM AND ITS TERMS. I UNDERSTAND THAT I HAVE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME. PRIOR TO SIGNING THIS RELEASE AND WAIVER, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE RELEASE AND WAIVER, SKANK SKATES INTERNATIONAL, INC., AND ITS PREMISES OR OTHER FACILITIES OF THE CORPORATION.

Name: _____

I certify my date of birth is: _____

Address: _____

Phone: _____

Signature: _____

Date: _____

Emergency Contact

Name: _____

Address: _____

Phone: _____

If under 18: Parent/Guardian Signature: _____

Date: _____

THIS RELEASE AND WAIVER FORM MUST BE State of Illinois)
SIGNED IN THE PRESENCE OF A CORPORATE) : SS

OFFICER OR BE NOTARIZED. County of Sangamon)

Subscribed to and sworn before me this ____ day of _____, _____.

Corporate officer witness/signature

Notary Public