

VRS Go Skateboarding Day \$3500 Best Trick Contest Registration (Page 1 of 2)

First Name: _____ **Last Name:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Emergency Phone:** _____

Please read this Waiver and Release of Liability Agreement carefully before you sign it. This is a legal document which affects your legal rights.

I/We, _____ the parent(s) / legal guardian(s) of _____ (the "Participant") in consideration for the Participant being allowed to engage in skateboarding or any other activity (the "Activities") at Viera Regional Skatepark (the "Facilities") do hereby acknowledge, understand and agree as follows:

1. I/We understand and acknowledge that the Activities are dangerous activities which involve known and unanticipated risks which often result in physical or emotional injury, paralysis, death or damages to the Participant, to property, or to other persons. I/We understand that among other things, there is a strong risk of

- Collisions with other skaters, bicyclist, people, walls or other fixed objects;
- falling down or wiping out;
- the failure of equipment belonging to the Participant, myself/ourselves, Viera Ride Shop, Brevard Parks and Rec. or others;
- objects, pebbles, sand, oil, water, cracks, holes or other conditions on the skating surface that may cause the Participant to fall, wipe out or otherwise get injured;
- broken bones, sprains, head, neck and back injuries, abrasions and bruises;
- the negligence, failure to act reasonably and failure to exercise due care by Viera Ride Shop, its employees, staff and agents, myself/ourselves, the Participant, Brevard Parks and Recreation or others.

2. I/We understand that the risks discussed above cannot be eliminated without jeopardizing the essential quality of the Activities and that the use of helmets and pads assists to reduce the risks but in no way eliminates the risks. Furthermore I/We understand that the Participant may not be covered under insurance owned by Viera Ride Shop or Brevard Parks and Recreation.

3. The Participant willingly agrees to comply with the stated and customary terms and conditions for participation. The Participant knows their own abilities and will use the facility within their own skill level and agrees not to go beyond the limits of their abilities. The Participant understands that the use of the Facilities or the participation in the Activities in an unusual and aberrant manner or the engaging in excessively dangerous stunts or moves increases the risks to the Participant and others.

4. The Participant agrees that if they observe any unusual significant hazard during my presence or participation, they will remove themselves from participation and bring such to the attention of the nearest official or staff member immediately.

I/We hereby release, waive and discharge Brevard Parks and Recreation, Viera Ride Shop, their officers, directors, stockholders, agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives, of all liabilities, claims, actions, damages costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which I/We may have against them arising out of or in any way connected to the Participant's participation in the Activities at the Facilities.

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I/We understand that this waiver includes any claims based on the negligence, action or inaction of any of the above parties or any other person present at the Facilities.

6. I/We agree to indemnify and hold harmless Brevard Parks and Recreation, Viera Ride Shop, their directors, officers, stockholders, agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives, from all liabilities, claims, actions, damages costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which any other person may have against them based on any actual or claimed unintentional, negligent, wrongful, or intentional act or omission by the Participant arising from or as a result of the Participant's presence and participation in the Activities at the Facilities.

7. I/We agree to pay any and all attorney and paralegal fees prior to trial, at trial, or in appellate or bankruptcy procedures of Brevard Parks and Recreation, Viera Ride Shop, their agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives if I/we bring any action, claim or demand against the above parties for any reason for which this release applies.

8. I/We agree to bind my heirs, executors, assigns and other legal representatives by executing this agreement.

9. I/We agree that this agreement is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this agreement not found to be invalid and the remainder of this agreement shall remain in full force and effect.

10. I/We warrant that I/We am/are the parent(s) or legal guardian(s) of the Participant, have read and fully understand this Waiver and Release of Liability Agreement and that no oral representations, statements or inducements apart from the forgoing written agreement have been made.

II. I/We agree to ensure that the Participant shall abide by all rules and regulations that Viera Ride Shop or Brevard Parks and Recreation may impose regarding the use of the Facilities and the participation in the Activities.

12. I/We agree and understand that this is a continuing release that applies not only to the minor participant's present participation in the Activities at the Facilities, but shall also apply to the minor participant's future participation in any of the Activities at the Facilities. This Release shall continue in effect until a written revocation is received by Viera Ride Shop, at which time the participant shall no longer be allowed to be present at the Facilities or to participate in any of the Activities.

Signed this ____ day of _____, 2007.

Parent, Legal Guardian, or Participant (if 18 years or older) Signature:
