

Vinny's Indoor Skatepark Waiver

This agreement relates to Vinny's Indoor Skatepark Inc. located at 1112 Applewood Dr. Papillion Ne 68046.

This agreement constitutes an express contractual assumption of all risk, waiver of and release from all liability, including but not limited to negligence, and an indemnity for all third party claims.

I know that Skateboarding, and in-line skating, and other forms of skating are inherently dangerous sports and activities in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively " damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls, or any other structure and device while I am skating at the facilities. I know that the risks, hazards and dangers include, but are not limited to, uncontrolled boards, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. I also understand that theses risk, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, and using the Facilities at the same time I am. (All of the above defined activities are collectively referred to through out this Agreement as "Hazardous Activity").

By executing this agreement, it is my intention to relieve Vinny's Indoor Skatepark of any duty to me and I do assume the entire risk of any Damages which might occur to me or my property during or as a result of my use of or presence at the Facilities. By this agreement I have also intend to release, discharge and absolve Vinny's Skatepark from any and all liability for any active or passive negligence whatsoever by Vinny's Skatepark, and the Facilities and I waive and relinquish any claim or cause of action against Vinny's Skatepark for any loss, claim, damage, personal injury, disability, death, medical expenses , and any other type of expense or property damage or loss caused by any negligence, or any other act or failure to act of Vinny's Skatepark. I promise not to sue or excise any legal right to seek damages against Vinny's Skatepark of any nature arising out of my use of the Facilities. This agreement will remain in full force and effect until revoked in writing by all of the persons signing this agreement, after which the participant will no longer have the rights to use Vinny's Skatepark Facilities.

In consideration of utilizing Vinny's Skatepark, I agree as following:

1. As to my participation in any activity including, but not limited to, the Hazardous Activities, and as to any and all liability for Damages which I may suffer or incur due to any cause whatsoever, while using the facilities or while in the interior or exterior of the premises of Vinny's Skatepark, I agree:
 - A. To waive any and all claims for Damages that I may ever have against Vinny's Skatepark its managers, employees, officers, directors, shareholders, associates, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person or company in any way associated with Vinny's Skatepark.
 - B. To release Vinny's Skatepark from any and all liability for Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities, while at the Facilities: and
 - C. To hold harmless and indemnify Vinny's Skatepark and anyone associated with Vinny's Skatepark from any and all liability for Damages to any third party resulting from my participation in any activity, including but not limited to, Hazardous Activities while at the Facilities.
2. I understand that the Staff of Vinny's Skatepark are expected to enforce rules, conduct and behavior to assure that other participants, attendees, and Staff may enjoy the Facilities without interference or distraction from unruly, noisy, or otherwise inconsiderate participants.

_____ Initial _____ Initial

Staff Members have the sole discretion to identify unspecified misconduct as warranted. The undersigned hereby agrees to abide by the verbal (or otherwise specified) rules as defined by Vinny's Skatepark Staff Members. Violations of the rules may result in disciplinary consequences, up to and including permanent expulsion from the premises, with no refund of any dues, memberships, and or event fees.

3. I understand and agree that I am financially responsible for any damages of any nature that I cause to Vinny's Skatepark Facilities and / or others.

4. I understand and agree that Vinny's Skatepark is not liable or responsible for the well-being, safety, parent contact, or transportation of any participant(s) once the Facilities closes, whether closure is the result of inclement weather, normal business hours, or for any other reason.

5. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as Waiver and Release) shall be effective and binding upon me, my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the events of my injury, disability or death.

6. I have read, understand and agree to be bound by the Rules of Safety and Conduct governing my behavior while using the Skatepark. I understand that these rules are strictly enforced and subject to change at anytime.

I certify that I have no medical condition which would cause participation in activities at the Skatepark to be potentially hazardous to my health. In addition, this agreement shall constitute authorization for the Skatepark to provide or cause to be provided emergency medical treatment to me as may be necessary or appropriate if any injury occurs to me while I am at the Skatepark.

The undersigned also authorizes Vinny's Skatepark the right to use all photographs and or videos taken of me while I am participating in activities at the Facilities for advertising or promotional purposes.

I have read and voluntarily sign this agreement. I further agree that no oral representations, statement, or inducements apart from this agreement have been made by Vinny's Skatepark or anyone else with regard to the subject matter of this agreement.

Participant's Name (Print):

_____ (first) _____ (middle) _____ (last)

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Age: _____

Email: _____

Phone (Home): _____ Cell: _____

Participants Drivers License# _____

Emergency Phone: _____

Emergency Contact Name: _____

Initial

Initial

Parental Consent Form for Participants Under 19 years of age

My parent or legal guardian and I hereby certify that I am under 19 years old. We have completely read and understand the Vinny's Skatepark Waiver Agreement and by signing this Agreement and Parent Consent form I hereby accept all of its terms and conditions. Prior to signing this agreement, we have had the opportunity to ask any questions about this agreement and about Vinny's Skatepark. We are aware that, by signing this agreement, we assume all risks of any nature that the participant may encounter while using the Facilities, and we waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees, and assigns may have against Vinny's Skatepark as more fully set forth in the Vinny's Skatepark Waiver.

Participants Signature: _____ Date: _____

Participants Name Print: _____

Parent (Legal Guardian) Signature: _____ Date: _____

Parent (Legal Guardian) Print: _____

Parent (Legal Guardian) Drivers License#: _____

Address: _____

City: _____ State: _____ Zip: _____

Parent's Phone: _____ Cell: _____ Work: _____