
PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS DOCUMENT, YOU ASSUME ALL RISKS AND WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS WAIVER.

In consideration of being allowed to participate in any way in Village Chapel's "The Way" Skatepark, related programs and events ("Activities"), the undersigned ("Participant") acknowledges, and agrees that:

1. The risk of injury to the Participant or to 3rd parties from use of the Park and participation in the Activities is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to the Participant does exist and cannot be eliminated. The risk of injury includes minor injuries such as bruises and more serious injuries such as broken bones, dislocations and muscle pulls. The risks may also include but not be limited to, catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck or head. The Participant may suffer such injuries while merely observing or being in proximity to the Park and Activities as other persons may collide, and/or fall upon Participant; and
2. Participant KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS HEREINAFTER DEFINED) or others, and assumes full responsibility for their participation; and
3. The Participant acknowledges that there are various degrees of skill and experience required for use of the Park and participation in the Activities and attests that they are physically fit and have been trained accordingly. The Participant agrees to abide by the Rules and Regulations for use of the Park, including the wearing of all required protective gear and equipment and will follow the instructions of all staff members. Failure to follow the Park Rules and Regulations and all instructions from staff may result in termination of use of the Park and participation in the Activities without refund; and
4. Participant willingly agrees to comply with the stated and customary terms and conditions for use of the Park and participation in the Activities. Participant further agrees that if they observe any unusual significant concern in their readiness for use of the Park or participation in the Activities, they will immediately remove themselves from participation and bring such information or concern to the attention of the nearest staff member; and
5. Participant, for themselves and on behalf of their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE INDEMNIFICATION AND HOLD HARMLESS "The Way" skatepark, Village Chapel United Methodist Church, any of their affiliates, officers, agents, officials, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises (hereinafter "Releasees"), WITH RESPECT TO ANY AND ALL LIABILITIES, DAMAGES, ACTIONS, CLAIMS, JUDGMENTS, COST OF ARBITRATION, LITIGATION AND ATTORNEY FEES, INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY incident to Participant's use of the Park and/or participation in the Activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and
6. PARTICIPANT FURTHER AGREES, THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY CHRISTIAN MEDIATION AND, IF NECESSARY, LEGALLY BINDING ARBITRATION LEAD BY AN ARBITRATOR CERTIFIED BY THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON AN ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OTHERWISE HAVING JURISDICTION. THE PARTICIPANT UNDERSTANDS THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ANY OF THE RELEASEES, EXCEPT TO ENFORCE AN ARBITRATION DECISION. PARTICIPANT HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT; and
7. Participant agrees to allow the Park to use Participant's photograph or likeness in any photographs, videotapes, motion pictures, recordings or any other records taken while engaged in any Activity or event sponsored, promoted or organized by Village Chapel United Methodist for publicity, advertising or any other legitimate purposes; and
8. Participant acknowledges that this Agreement shall apply to all future visits to the Park and participation in any of the Activities.
9. Participant agrees to stay to a 5 mph maximum speed limit and must yield to all commercial traffic on the property. Participant further agrees that Village Chapel United Methodist Church, nor any of its members, attendees nor any skatepark ministry members, nor the property owner are not responsible and are not liable for any injury to person or property that occurs on this property from incidences with commercial traffic or any activities relating to other business conducted on the property.

PARTICIPANT INFORMATION

Print Full Name _____ Phone () _____

Address _____ Apt ____ Emergency Phone () _____

_____ City _____ State ____ Zip _____

Email _____ Identification if over 18 _____

Title of Picture ID that Verifies Participant Birth Date

Participant Signature

Date

Birth Date

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE,

Parent or Legal Guardian to complete the following:

PRINT Parent or Legal Guardian Name

Email _____

Address, if different _____

Home Phone () _____

City _____ State ____ Zip _____

Cell Phone () _____

Parent or Legal Guardian Signature

Date

Title of Picture ID and Number that Verifies Parent or Guardian

MEDICAL RELEASE

I hereby authorize the staff at Village Chapel United Methodist Church to act for me according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the Participant or the Participant's family. I certify The Way Skatepark that I/my child has no physical conditions or mental impairment that would be affected by the use of the Park or participation in the Activities. In the event that I cannot be reached in an emergency, I hereby give permission to any licensed physician, surgeon, clinic, or hospital to secure proper treatment, and to order anesthesia, for myself/child as named above.

My child/I am allergic to and/or taking the following medications:

Doctor to be notified in an emergency _____ Phone () _____

Participant Signature if 18 or Older

Parent or Legal Guardian Signature if Participant Under 18

NOTARY (Signature must be notarized unless signed in the presence of staff member)

STATE OF OHIO
COUNTY OF PICKAWAY

Notary Public Stamp:

The foregoing instrument was acknowledged before me this
_____ day of _____, 20____ by

Name of Person Being Acknowledged by Notary Public

Or, Staff Member: _____

Notary Public Signature