ALL OUT SKATE LLC
Participation Agreement, Release & Assumption of Risk

In consideration of the services of ALL OUT SKATE LLC, their agents, owners, officers, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge ALL OUT SKATE LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative to participate in any way in ALL OUT SKATE LLC athletic / sports program, related events and activities and acknowledge, estate, and agree that:

FULL PADS, WHICH INCLUDES HELMET, KNEE, AND ELBOW PADS, ARE REQUIRED AT ALL TIMES. IF YOU CHOOSE NOT TO WEAR REQUIRED PROTECTIVE EQUIPMENT YOU DO SO AT YOUR OWN RISK AND ALL OUT SKATE LLC WILL NOT BE HELD LIABLE FOR ANY INJURIES OR DAMAGES THAT THE PARTICIPANT MAY SUFFER OR INCUR.

1. The risk of injury from the activities involved in this program is significant and unanticipated risks that could result in physical or emotional injury, the potential for permanent paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
The risks include, among other things: Collision with other participants, the walls or other fixed objects; falling down; my own equipment failure, the failure of ALL OUT SKATE LLC's equipment or others equipment; my own or other negligence; and objects or conditions on the surface that might cause me to fall; broken bones, sprains, head and back injuries, abrasions, and bruises. Furthermore, ALL OUT SKATE LLC's employees and associates have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ALL OUT SKATE LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ALL OUT SKATE LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of ALL OUT SKATE LLC; and,
5. Should ALL OUT SKATE LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have; and,
6. In the event that I file a lawsuit against ALL OUT SKATE LLC, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in the action without regard to conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged or missing during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ALL OUT SKATE LLC on the basis of any claim from which I have released them herein. I also expressly grant ALL OUT SKATE LLC and any third party to photograph, videotape, film and record the voice of and make any reproductions of the competitor's physical likeness and voice. I also expressly grant the irrevocable right in perpetuity to use display and digitally enhance or alter. You hereby irrevocably grant to ALL OUT SKATE LLC perpetually, exclusively, and for all media throughout the world, (including print, non theatrical, home video, CDs, internet and any of her electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs taken of you.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

X_____ _____ _____ _____
Participant's Signature | Date Signed | Age | Date of Birth (mo/day/yr)

_____ _____
Print First Name | Print Last Name

_____
Address

_____ _____ _____ _____
City | State | Zip Code | Email Address

EMERGENCY CONTACT: _____ _____ _____
First & Last Name | **Emergency Phone #** | **Relationship**

Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)
This is to certify that I, as parent/ guardian with legal responsibility for this participant, do consent and agree to his / her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above. Even if arising from the negligence of the releases, to the fullest extent permitted by law.

_____ _____ _____
Parent / Guardian's Signature | Parent / Guardian's Printed Name | Date Signed