

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

In consideration for being allowed to participate in any way in the ALL OUT SKATE, INC athletic / sports program, related events and activities. I, _____, the undersigned acknowledge, appreciate, and agree that:
(Name of Participant)

In consideration for the services of ALL OUT SKATE, INC, 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, INC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, and personal representatives. In order to participate in any way in ALL OUT SKATE, INC athletic/sports program, related events and activities, I, the undersigned, acknowledge, estate, and agree that:

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

1. The risk of injury from the activities involved in this program is significant, and includes 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. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. The risks include, but are not limited to: collision with other participants, the walls or other fixed objects; falling down; equipment failure causing the participant to fall; broken bones, sprains, head and back injuries, abrasions, and bruises.

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.

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.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ALL OUT SKATE, INC from any and all claims, demands, or causes of action, which are in any way connected with my participation or my use of ALL OUT SKATE, INC's equipment or facilities, including any such claims which allege negligent acts or omissions of ALL OUT SKATE, INC.

5. Should ALL OUT SKATE, INC, or anyone acting on their behalf, be required to incur attorney's fees and costs to defend or enforce this agreement, I agree to bear the costs of such attorney's fees and costs myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ALL OUT SKATE, INC, 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, INC on the basis of any claim from which I have released them herein.

I also expressly grant ALL OUT SKATE, INC and any third party rights to photograph, videotape and film me, and record my voice. I also expressly grant ALL OUT SKATE, INC the irrevocable right in perpetuity to use, display, reproduce, and digitally enhance or alter my physical likeness and voice for the purposes of the creation and distribution of promotional materials.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
 Participant/Parent or Guardian’s Signature Date Age Date of Birth (MM/DD/YY)

 Printed First Name Printed Last Name

 Address

 City State Zip Code Email Address

EMERGENCY CONTACT: _____
 First & Last Name Emergency Phone Number 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 Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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 RELEASEES, to the fullest extent permitted by law. I further certify and warrant that _____ is in good physical condition and able to participate in the above activity or event.

(child’s name)

 Parent / Guardian Signature Parent / Guardian Printed Name Date Signed

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

I _____ (Parent/Guardian), hereby grant permission for my son/daughter/ward _____ (name) to participate in the above activities and any or all field trips during activity. I also authorize ALL OUT SKATE, INC to obtain, through a physician of its own choice, any emergency medical care that may become necessary for my child as a result of an accident or sudden illness.

Allergies, Medications, Special Notes: _____

Parent/Guardian Signature _____

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN PURSUANT TO SECTION 744.301
FLORIDA STATUTES**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF ALL OUT SKATE LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM ALL OUT SKATE LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ALL OUT SKATE LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect. In witness whereof, I have executed this Release and Waiver.

Parent / Legal Guardian Signature

Date

Parent / Legal Guardian Printed Name

Witness Signature

Date

Witness Printed Name