



WAIVER AND RELEASE OF LIABILITY FORM RELEASE OF LIABILITY, WAIVE OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant Information

Full Name (Last, First)		Birthdate (M/D/Y)		Circle One M F	
Address		City/State/Zip		Home Phone	
Mother's Name	Phone	Father's Name		Phone	
Email Address		Emergency Contact		Phone	

Medical Information

Name of Health Insurance Co.	Policy Number
List of Allergies:	Additional Comments:

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS; INCLUDING THE RIGHT TO SUE.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards

and risks associated with skateboarding instruction under the supervision of SD SKATE LIFE/ ANDREW BARBOSA activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from skateboarding and skateboarding equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
 2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
 3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
 4. Variation and or changes in surfaces including but not limited to rocks, debris, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, uneven surfaces, pyramids, padded and nonpadded barriers, other persons, and other natural and man-made hazards.
 5. My own negligence and/or the negligence of others, including but not limited to operator error and instructor decision making including misjudging terrain, weather, riding surfaces or other obstacles.
 6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, and dehydration.
 7. Dangers associated with exposure to natural elements include but are not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
 8. Accidents or illness occurring in remote places where there are no available medical facilities.
 9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 10. Impact or collision with other athletes, skateboarders, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
- *I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: SD SKATE LIFE/ ANDREW BARBOSA AND ALL INSTRUCTORS, COACHES, ASSISTANTS, OR STAFF OF SD SKATELIFE**
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.
5. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I intend this document to be as broad and inclusive as permitted by the laws of the State of California. I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Participant Signature/ Parent/Guardian signature (If under 18 years of age)

Date (Mo./Day/Year)