



MANKATO FAMILY YMCA CHESLEY SKATE PARK

Participant Agreement, Release and Assumption of Risk



PLEASE PRINT NEATLY AND CLEARLY WITH INK ONLY

In consideration of the services of the Mankato Family YMCA Chesley Skate Park, their agents, owners, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "YMCA Chesley Skate Park"), I hereby agree to release, indemnify and discharge YMCA Chesley Skate Park, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- * 1. I acknowledge that my participation in skateboarding, in-line skating, BMX bicycling, scooters, or other activities or sports known as dangerous but not mentioned above entails known and unanticipated risks that could result in physical or emotional injury, 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. The risks include, among other things: Collision with other participants, the walls, or other fixed objects; falling down; my own equipment failure or the failure of others' equipment; my own or others' negligence; and objects or conditions on the surface that may cause me to fall; broken bones, sprains, head and back injuries, abrasions, and bruises. Furthermore, YMCA Chesley Skate Park employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
- * 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and promise to wear a helmet at all times during any activity I participate in at the YMCA Chesley Skate Park.
- * 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA Chesley Skate Park 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 YMCA Chesley Skate Park equipment or facilities, including any such claims which allege negligent acts or omissions of YMCA Chesley Skate Park.
- * 4. Should YMCA Chesley Skate Park or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- * 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear 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.
- * 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged 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 YMCA Chesley Skate Park on the basis of any claim from which I have released them herein. 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.

PARTICIPANT INFORMATION

First & Last Name of participant Age Sex Date of Birth / /

Home Address City State ZIP

Phone Number Email Address CHECK BOX TO RECEIVE EVENT INFO Check all that apply
 Skateboard Scooter Other
 Rollerblade BMX

Parent Names of participant

Emergency Contact Name & Phone Number Alternative Contact Name & Phone Number

18+ Participant Driver's License Number (or proof of ID) State Issued Signature of Participant Today's Date / /

U-18 PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION

*MUST BE COMPLETED IF PARTICIPANT IS UNDER THE AGE OF 18

In consideration of (print minor's name) being permitted by YMCA Chesley Skate Park to participate in its activities and to use its equipment and facilities I hereby certify and agree to all of the terms of the above Release and Assumption of Risk provisions on behalf of said minor and myself. I further agree to indemnify and hold harmless YMCA Chesley Skate Park from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by said minor.

Signature of Parent or Legal Guardian Printed Name of Parent or Legal Guardian Relationship to Minor
* Parent
* Legal Guardian

NOTE: This agreement must be verified by a YMCA Employee. If submitting electronically/not in the presence of a YMCA Employee, please attach a scanned or photographic copy of the listed proof of identification for verification.

Today's Date / / FORM VERIFIED BY (Employee Initials)

Submit electronic waiver and proof of identification to: skatechesley@gmail.com