

Bath Youth Meetinghouse and Skatepark and the BATH SKATEPARK CENTER

PARTICIPATION AUTHORIZATION FOR MINORS, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

THIS FORM MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN, AND WHITNESSED BY A STAFF MEMBER OF THE BATH YOUTH MEETINGHOUSE AND SKATEPARK, OR IT MUST BE NOTARIZED! FORMS SIGNED WITHOUT PROPER WHITNESS WILL NOT BE ACCEPTED. The parent or guardian of any user under the age of eighteen (18) must submit this form before the user will be allowed to use the Bath Skatepark Center (hereinafter "BSC"). All users must wear helmets properly fastened. All other appropriate safety equipment is strongly recommended.

This document has legal consequences, please read carefully.

I am the parent or legal guardian of, _____ . I hereby authorize the City of Bath (hereinafter "City") & the Bath Youth Meeting House & Skatepark (hereinafter "BYMHS") to allow him/her to use the BSC and further consent that my child may receive emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this event.

I know that skateboarding, in-line skating, BMX bike riding, and scooter riding are inherently dangerous sports and activities in which I choose to allow my child/represented minor to voluntarily participate at their own risk. I am aware that the usual risks, hazards, and danger of personal injury, death, and disability or property damage and loss (collectively "damages"), necessarily increase when using ramps, curbs, half-pipes, inclines or declines, bowls or any other structure or device. I know that the risks, hazards, and dangers include, but are not limited to, uncontrollable boards and falling, jumping, landing, performing tricks, colliding with other users, staff, spectators, screws, nails, sharp edges, and walkways. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities.

In consideration of being permitted to enter, use, or participate in any way in any activity at the BSC, on behalf of my child/represented minor, myself, my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns, I hereby:

1. Release, waive, discharge, and covenant not to sue the City, its officers, employees, volunteers, BYMHS, its officers, employees, and volunteers from any and all present and future claims, demands, actions, or causes of action resulting from any accidents, injuries, deaths, or loss of and/or damage to property arising out of or related to my child's/represented minor's entry, use, or participation in any way in any activity at the BSC, including emergency medical treatment, except for claims legally caused by the sole negligence or willful misconduct of the City and/or BYMHS;
2. Acknowledge that I am aware the BSC use may involve certain risks or possible dangers, including death, that the protective equipment required may be inadequate to prevent serious injury, and that any injuries received may be compounded or increased by negligent rescue operations or procedures and that my child/represented minor is voluntarily engaging in BSC use with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

3. Agree to indemnify, save, and hold harmless the City, its officers, employees, volunteers, BYMHS, its officers, employees, and volunteers for any and all present future claims, demands, actions, or causes of action resulting from any accidents, injuries, deaths, or loss of and/or damage to property arising out of or related to my child's/represented minor's BSC use.

4. Affirm that I understand that this agreement will continue in full legal force and effect following the BSC use. I further agree that the venue for any legal proceedings shall be in Maine and that this agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. Affirm that I am of legal age and freely signing this document. I have read this form and fully understand that by signing this form, I am giving up substantial legal rights and/or remedies that may be available to me or my child/represented minor against the City and its representatives and I intend by signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If any portion or provision of this agreement is held invalid, the remainder shall remain in full force and effect. I certify that my child's/represented minor's attendance and participation in the stated or other activities is voluntarily and that I am not in any way the employee or agent of the owners, operators or sponsors of the facility or the premises on which it resides.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO THE ABOVE, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by the City, BYMHS, or anyone else with regard to the subject matter of this Agreement.

DRIVERS LICENSE # _____ STATE: _____
(of parent or legal guardian)

SIGNATURE: _____ WITNESS: _____
(of parent or legal guardian) (NORARY PUBLIC OR STAFF OF BYMHS)

PRINT NAME: _____ My Commission Expires: _____
(of parent or legal guardian)

DATE: _____

Emergency Contact Information: _____

SIGNATURE: _____ WITNESS: _____
(of child/represented minor)

PRINT NAME: _____
(of child/represented minor)

Daytime Phone: _____