

READ BEFORE SIGNING

WARRANTY AND CONSENT OF PARTICIPANT, 18 YEARS OF AGE OR OLDER

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing _____ (participant's name), to participate in the program, related events and activities of Pro Skaters Inc.

I WARRANT TO YOU THAT:

1. I am 18 years of age or older and thus have full legal responsibility for my own decisions, and
2. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
3. I believe that I am physically, emotionally, and mentally able to participate in this program, and that my equipment is mechanically fit for use in this program, and
4. I understand that all applicable rules for participation must always be followed and that I am solely responsible for my own personal safety, and
5. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by myself even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, Pro Skaters Inc., its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, how so ever caused or arising, and whether directly or indirectly from the participation of myself in the program, and
4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of the Pro Skaters Inc. athletic programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, 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 as regards protection against infectious diseases. If, however, I observe and any unusual or 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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Pro Skaters Inc., their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

FOR PARTICIPANTS OF MAJORITY AGE (AGE 18 OR OLDER AT THE TIME OF REGISTRATION)

This is to certify that I have read and understand fully the provisions in this waiver/release including the risks of presence and participation and my personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, I understand and accept these risks and responsibilities. I for myself do consent and agree to my release provided above for all the Releasees and I do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my presence or participation in these activities as provided above, EVEN IF ARISING FROM NEGLIGENCE, to the fullest extent provided by law.

Agree to Waiver ☐

Name of participant: _____

Participant signature: _____

Date signed: _____