NORTH CAROLINA DOWNHILL SKATEBOARD RACE at MOUNT JEFFERSON STATE PARK

Skateboard Event Waiver

Participation Agreement, Release & Assumption of Risk

In consideration of the services of *The Ian Tilmann Foundation, Inc., Appalachia State University, and the State of North Carolina, the Department of Environment and Natural Resources, Division of Parks & Recreation, collectively known as "The Event Sponsors", relating to the North Carolina Downhill Skateboard Race at Mount Jefferson State Park*, I hereby agree to release, indemnify, discharge and hold harmless, their agents, officers, directors, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf (collectively referred to as "The Event Sponsors") on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative related to my participation, in any way in *The Event Sponsors* Skateboard athletic / sports program and, related events and activities. I hereby acknowledge, and agree that:

FULL PADS, WHICH INCLUDES HELMET, KNEE, AND ELBOW PADS, ARE REQUIRED AT ALL TIMES. IF YOU CHOOSE NOT TO WEAR REQUIRED PROTECTIVE EQUIPMENT YOU DO SO AT YOUR OWN RISK AND THE EVENT SPONSORS WILL NOT BE HELD LIABLE FOR ANY INJURIES OR DAMAGES THAT THE UNDERSIGNED MAY SUFFER OR INCUR.

1. The risk of injury from the activities involved in this program is significant and unanticipated risks that could result in physical or emotional injury, the potential for permanent paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated no matter the amount of care, caution, instruction or expertise is used without jeopardizing the essential qualities of the activity and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and is inherent in the activity.
The risks include, among other things: Collision with other participants, the walls or other fixed objects; falling down; the failure of my own equipment, the failure of The Event Sponsors' equipment or the equipment of others; my own negligence or the negligence of others; and objects or conditions on the surface that might cause injury, 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 EVENT SPONSORS OR OTHERS, and I assume full responsibility for the my participation in the event; and,
3.I voluntarily agree to comply with the stated and customary terms and conditions for participation and the rules established for this event. If however I observes any unusual or significant hazard during my presence or participation, I will bring such to the attention of the nearest official immediately will remove myself from participation; and
4. I hereby voluntarily release and forever discharge, and agree to indemnify and hold harmless The Event Sponsors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or the use of The Event Sponsors' equipment or facilities, including any such claims which allege negligent acts or omissions of The Event Sponsors; and
5. Should The Event Sponsors or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agrees to pay to or reimburse The Event Sponsors for any such costs so incurred. I hereby confirm and certify that I willing assume the risk of any medical or physical condition or injury that I may sustain directly or indirectly as a result of my participation; and
6. In the event that I or any of my representatives file a lawsuit against The Event Sponsors, the Undersigned agrees to do so solely in the state of Florida. EACH OF THE PARTIES signing below expressly agree that *this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida* and that if any portion thereof is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal 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 the right to maintain a lawsuit against The Event Sponsors on the basis of any claim from which I have released herein. I expressly grant The Event Sponsors and any third party the right to photograph, videotape, film and record the voice of and make any reproductions of my physical likeness and voice. I expressly grant the irrevocable right in perpetuity to use display and digitally enhance or alter the photograph, videotape, film and recorded voice so made. I hereby irrevocably grant to The Event Sponsors perpetually, exclusively, and for all media throughout the world, (including print, non theatrical, home video, CDs, internet and any of her electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs taken of me.

In the event that it is determined that I am not the parent or legal guardian of the minor, or I did not have the legal capacity to execute this Agreement and related documents on behalf of said minor, then, I agree to defend and indemnify The Event Sponsors, and all of their respective agents, employees, officers, directors and/or affiliated companies/entities, if any litigation is instituted as a result of any injury or death arising out of, relating to, or in any way connected with the minors participation.

I have had sufficient opportunity to read this entire document. I acknowledge that I have read and understood this Agreement and agree to be bound by its terms.

X_____ _____ _____ _____

Participant's Signature | Date Signed | Age | Date of Birth (mo/day/yr)

_____ _____

Print First Name | Print Last Name

_____

Address

_____ _____ _____ _____

City | State | Zip Code | Email Address

***EMERGENCY CONTACT**

_____ _____ _____

First & Last Name | **Emergency Phone #** | **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 to The Event Sponsors, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless The Event Sponsors 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 Event Sponsors, to the fullest extent permitted by law.

_____ _____ _____

Parent / Guardian's Signature | Parent / Guardian's Printed Name | Date Signed