

St. Mary's County Recreation and Parks at Nicolet Skate Park PARTICIPANT WAIVER AND RELEASE

To Be Signed By Participant and Parent/Legal Guardian In The Presence of a Parks Department Employee

I am fully aware of the fact that there are special dangers and risks inherent in the activity of skateboarding, including the risk of serious physical injury, death or other consequences that may arise or result directly from skateboarding. Being fully informed as to these risk and in consideration of being allowed to participate in Recreation and Parks skateboarding activities and/or use of Recreation and Parks facilities, I hereby assume all risks of injury, damage and liability arising from such activities or use and hereby release St. Mary's County Government its officers, officials, employees and agents from liability for an injury, loss or damages which I may incur, including death, and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my voluntary participation in the activity of skateboarding.

This waiver and release shall be binding upon the participant, his/her parents, their distributes, heirs, next of kin and personal representatives.

In signing the foregoing Assumption of Risk, Waiver and Release each of the undersigned hereby acknowledges and represents:

1. That the age as stated below is his/hers correct age, and that both participant and his/her parents (if signed below by parents) are of sound mind.
2. That he/she, or they, have read the foregoing Assumption of Risk, Waiver and Release, and signs below voluntarily.
3. That he/she or they, know that by signing this Release, Assumption and Waiver, he/she or they are giving up all rights to recover for any injury, illness, disability or damage resulting from the use of the premises and facilities which he/she or/and they have, have had or may in the future have. THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, an that the undersigned are hereby GIVING UP EVERY RIGHT THEY, DSHE OR HE HAS TO RECOVER FOR ANY INJURY, DAMAGE OR DR DEATH occurring as a result of the use of the facilities.
4. That the participant and parents (if their signatures are affixed below), in consideration of the Commissioners of St. Mary's County granting the permission hereinbefore described, do hereby expressly stipulate and agree to indemnify and hold forever harmless the "County", it successors and assigns, against any loss from any and all claims, demands or action in law or equity that may hereafter at any time be made or brought by the participant (be he or she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing

a claim for damages on account of any injuries received or sustained in consequence of the participant's actions on the premises or facilities.

5. Additionally, participant consents to the County's use of photographs taken or video tapes made at this facility.

WITNESS the hands and seal of the participant (and his/her parents if the participant is a minor)

As of the _____ day of _____, 200_____:

Participant's Printed Name _____ Date of Birth _____

Participant's Signature _____ Date _____

Parent/Guardian Print Name _____

Parent/Guardian Signature _____

Date: _____

Participant Address

Phone Number _____

Signature of Recreation and Parks Employee

Date