

**WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to use the facilities and/or to participate in any way in any activity at the Village of Cazenovia Skatepark, I, the undersigned, acknowledge, appreciate, understand, certify and agree that:

1. Recreational activities at the Village of Cazenovia Skatepark are inherently dangerous. There is a risk of serious injury from engaging in activities at the Village of Cazenovia Skatepark, including the potential for permanent paralysis or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury or death exists even when these activities are conducted in accordance with all such rules; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS, and assume full responsibility for my participation in any and all activities at the Village of Cazenovia Skatepark, as well as the participation of my children and any other minors I am responsible for, and any others we invite to utilize the Village of Cazenovia Skatepark; and
3. I willingly agree to comply with the stated and customary rules, terms and conditions for use of the facilities or participation in activities at the Village of Cazenovia Skatepark; and
4. I, for myself and on behalf of my heirs, successors, assigns, personal representatives, and next of kin, and also, if I am signing this instrument as a parent or guardian, on behalf of each minor herein named or referred to herein, HEREBY RELEASE AND HOLD HARMLESS THE VILLAGE OF CAZENOVIA, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of property or equipment used to conduct any event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property whatsoever, suffered by me, and/or any minor herein named or referred to, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, which occurs upon the premises of the Village of Cazenovia Skatepark, or in any way arises, directly or indirectly, from any activity at the Village of Cazenovia Skatepark.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN FREELY AND VOLUNTARILY.

If I am signing as parent or guardian, I represent and certify that I have legal responsibility for each of the herein named minor participants and do hereby consent and agree to his/her or their execution of this release, and, for myself, my heirs, assigns, and next of kin, do hereby release and agree to defend and indemnify the Releasees from any and all liabilities incident to the participation of any such minor named or referred to herein as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Participant Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

(Required for Participants under 18)

Print Name: \_\_\_\_\_ Emergency Phone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_ Date Signed: \_\_\_\_\_

(Required for Parent Signature)

Print Witness Name: \_\_\_\_\_ Witness Address: \_\_\_\_\_