

Phoenix Skateboards
Annual Fall Jam
WAIVER AND RELEASE FORM

Name: _____ Age: _____ D.O.B. _____

Address: _____ Zip: _____ Phone: _____

Parent or Guardian name: _____ Phone: _____ Cell: _____

If Parent or Guardian can not be reached, please contact:

Name _____ Relation: _____ Phone: _____

Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement
("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the SKATEBOARDING event ("activity") I, For myself for personal representatives, assigns, heirs, and next of kin: ACKNOWLEDGE, agree and represent that I understand the nature of skateboarding activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

FULLY UNDERSTAND THAT: (a) **SKATEBOARDING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**; (b) these risks and dangers may be caused by my own actions or in action's, the actions or in action's of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be **OTHER RISK AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **PHOENIX SKATEBOARDS AND/OR THE CITY OF PEORIA AND PARKS AND RECREATIONS**, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owner and leasers of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE " RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE THAT if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITH OUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of

Participant: _____ Signature: _____ Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF **SKATEBOARDING** ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND **BELIEVE THE MINOR TO BE QUALIFIED**, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HSRMLESS EACH OF THE RELEASEE'S (Phoenix Skateboards, and the City of Peoria and associates) **FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE " RELEASEES" OR OTHER WISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I THE MINOR OR ANYONE ON THE MIINORS BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE I WILL INDEMITY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMMAGE, OR COST ANY MAY INCUR AS THE RESULTS OF ANY SUCH CLAIM.**

I further understand that photographs and video may be taken of me or my child during the course of these activities and that these photos and video may be used by Phoenix Skateboards or its associates for publication.

Medical Authorization

As the parent or legal guardian having legal custody of this child, a minor, I authorize any adult employee of Phoenix Skateboards or a Associates into whose care my child has been in trusted, to consent to any emergency x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to my child under the general or special super vision and upon the advice of a physician or surgeon licensed under the provision of the **MEDICAL PRACTICE ACT**, or to consent to any emergency x-ray examination, anesthetic, dental or surgical diagnostic or treatment or hospital care to be rendered to my child by a dentist licensed under the provisions of the **DENTAL PRACTICES ACT**.

Printed Name of

Parent/Guardian: _____ Signature: _____ Date: _____

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