

City of Pelham

Skate Park Rules & Policies

- The park is for skateboarding/inline only. All other uses are prohibited.
- All Skaters must have a liability waiver on file (Skaters under 18 years of age, parent/guardian must sign release forms in person or have forms notarized.)
- All Skaters must be a minimum of 6 years of age.
- ALL SKATERS MUST WEAR THE APPROPRIATE SAFETY GEAR, WHICH INCLUDES: HELMET, ELBOW PADS, AND KNEE PADS. (FAILURE TO WEAR SAFETY EQUIPMENT MAY RESULT IN LOSS OF PARK PRIVILEGE.)
- All food, drink, smoking and chewing gum/tobacco are prohibited on the pad.
- Profanity and abusive language are prohibited.
- All Skaters must skate safely at all times.
- All Skaters must avoid collisions with others.
- Fighting or other disruptive behavior is prohibited.
- All equipment used by skaters must be in good condition and not damage the park or its structure.
- Spectators are not permitted on the pad.
- Notify City Hall of any unsafe conditions found inside or outside the park.
- No contests of any sort are allowed in the park unless approved by the City Manager.
- No trespassing while facility is closed for business.
- All forms of graffiti, tagging or other means of defacing City property is strictly prohibited. (Such activities may result in closure of the facility until it can be cleaned/repared, expulsion from the park, and action taken by the Pelham Police Department.)

I acknowledge that I have read, understand and agree to the Park rules as posted and listed above. Failure to abide by these rules shall be cause for loss of skating / park privileges, ejection from the park, and/or a fine.

Participant's Signature: _____

Date: ____ / ____ / ____

PELHAM SKATE PARK LIABILITY WAIVER AND RELEASE OF LIABILITY

WARNING: IN-LINE SKATING, SKATEBOARDING, AND BMX BICYCLING ARE DANGEROUS ACTIVITIES. BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH

THIS IS A RELEASE OF LIABILITY - YOU MUST READ AND FULLY UNDERSTAND THIS BEFORE SIGNING. IF YOU ARE UNDER 18, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS WAIVER.

Participant Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ E-Mail Address: _____

I, THE NAMED PARTICIPANT, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby acknowledge that I voluntarily have applied to participate and use the Skate Park. I understand that the act of skating necessarily involves known and unknown risks of injury to me and other people, which includes but is not limited to death, permanent or temporary paralysis, disability, illness or disease, physical or mental damage, or other injury, as well as damage to my equipment and personal property. Some of these risks inherent in skating such as falling and coming into contact with ramps and walls, latent or apparent defects or conditions in equipment or property, and passive or active negligent acts of myself, the City of Pelham, promoters, officials, advertisers, and property owners. I understand that the above list of risks is not complete or exhaustive and that those and other risks known or unknown, anticipated or unanticipated may also result in injury, death, illness, or disease to myself or my property or other third parties. I voluntarily agree and promise to accept and assume responsibilities, and injuries, death, illness, disease or damage to myself, or my property arising from my participation in this activity. I further understand that the City of Pelham assumes no liability for loss, damage or any kind of injury sustained by myself or my property while using the Skate Park. I therefore assume all risks associated with using the Skate Park, even if they arise from the negligence of the City of Pelham, promoters, officials, advertisers, and property owners. My participation in this activity is voluntary and no one is forcing me to participate in spite of the risks. I understand the effect of this waiver and acceptance of risk on my legal rights.

By signing this release of liability and using the Skate Park, I hereby fully and forever release and discharge indemnity and hold harmless the City of Pelham and their employees and agents from any and all liabilities, claims, demands, damages, rights of action, suits or causes of action present or future, whether they same be known or unknown, anticipated or unanticipated, resulting form or arising out of my use or intended use of said skateboard park premises, facilities or equipment. I fully and forever release and discharge the City of Pelham and their employees and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release.

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as a parent or guardian with legal responsibility for the above named participant, do consent and ratify his/her release of the City of Pelham, and its agents and employees, and, for myself, my heirs, assigned, personal representatives and next of kin, I release and agree to indemnify the City of Pelham, and its agents and employees form any and all liabilities incident to my minor child's involvement or participation in the Skate Park as provided above, even if arising from the negligence of the City of Pelham, and its agents and employees, to the fullest extent permitted by law. I have carefully read this release of liability and understand and fully agree with its contents.

_____/_____/_____
Name of Participant using facility (Print) Date of Birth

Signature of Participant using facility

Today's Date: ____/____/____ Phone: (____) _____

CITY OF PELHAM
SKATE BOARD FACILITY

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS – READ BEFORE SIGNING

IN CONSIDERATION OF _____, my minor child/ward (“my child”),

being allowed to participate in any way in the DLS Skateboard Facility, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to my child from activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. FOR MYSELF, SPOUSE, AND CHILD I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my child’s participation; and,
3. I willingly agree to comply with the programs stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
4. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, disability, death, or loss or damage to person or property incident to my child’s involvement or participation in these programs, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.
5. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above releases from any and all liabilities incident to my involvement or participation these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Date: _____
(Parent/Guardian Signature) (Printed Name)