

WAIVER AGREEMENT FORM
Participant Agreement, Release And Acknowledgement Of Risk

In consideration of the services of Action Sports of Minnesota d/b/a the 3rd Lair Skate Park, the City of Hopkins and the Minnesota Department of Transportation, their agents, owners, volunteers, participants employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as (the "Skatepark"), I hereby agree to release, indemnify and discharge the Skatepark, on behalf of myself, my children, my parents, my heirs, assigns personal representative and estate as follows:

1. I acknowledge that BMX biking, inline and/or skateboarding entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include among other things: collision with other participants, collision with the walls, ramps or other fixed objects, falling in any way, my own equipment failure or the failure of the ramps or other equipment, my own or others' negligence and objects or conditions on any surface that may cause me to fall, broken bones, sprains, head and back abrasions and bruises. I acknowledge that it is the policy of the Skatepark that all patrons wear helmets and full pads while patronizing the Skatepark facilities.
2. I expressly agree and promise to accept and assume all of the risks of patronizing the Skatepark facilities and the inherent risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the known and unknown acknowledged risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the Skatepark from any all claims, demands, or causes of action, which are in any way connected with my patronage of the Skatepark and my participation in this activity or my use of the Skatepark equipment or facilities, including any such claims which allege negligent acts or omissions of the Skatepark.
4. Should the Skatepark or anyone acting on their behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify the Skatepark and anyone acting on its behalf and hold them harmless for all such fees and costs and agree to pay such fees and costs if ordered to do so by an arbitrator or a court of competent jurisdiction.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while patronizing the Skatepark facilities or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created directly or indirectly by any such condition.
6. Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules. The prevailing party shall also be entitled to an award or attorneys' fees and costs and judgment on the award rendered by the single arbitrator may be entered in any court having jurisdiction thereof. In the event that I file a claim against the Skatepark, I agree to do so solely in the state of Minnesota and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Skatepark on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant _____ Print Name _____
Home address _____ City _____ Zip _____
Phone # _____ Date _____

Parents or Guardians Additional Indemnification
(Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) being permitted by the Skatepark to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless the Skatepark from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____ Print Name: _____

NOTARY

(This agreement must be witnessed by a Notary Public if not signed in the presence of a 3rd Lair employee)