

FONTANA SKATEPARKS WAIVER & RELEASE FORM

PARTICIPANT RELEASE OF LIABILITY—READ BEFORE SIGNING

In consideration for being allowed to participate in any way at the Fontana Skateparks, its related events, and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the 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 to me does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined in paragraph 4 below) or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary rules, terms and conditions for participation. If I observe any unusual significant concern in my readiness for participation and/or in the program itself, I will remove myself from participation and bring such to the attention of the nearest Alliance Skatepark of FONTANA official immediately; and,
4. **I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS ACTION PARK ALLIANCE, INC., SPOHN RANCH, INC, THE CITY OF FONTANA, CALIFORNIA AND THEIR OFFICERS, ELECTED OFFICIALS, AGENTS, EMPLOYEES, OTHER PARTICIPANTS, SANCTIONED EVENTS, SANCTIONED ORGANIZATIONS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF FONTANA SKATEPARKS ("RELEASES") FROM ANY AND ALL CLAIMS ARISING OUT OF MY PRESENCE AT THE FONTANA SKATEPARKS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY AND ALL INJURIES, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ATTORNEY'S FEES AND ATTORNEY'S FEES ON APPEAL.**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I attest that I am physically fit and have been trained for this activity. I also waive and release the use of my photograph or likeness for any reason or purpose. **I WANT TO PARTICIPATE IN THIS HAZARDOUS SPORT!**

MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above. I am allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY A PRINCIPAL OF THE ACTION PARK ALLIANCE, INC.

PARTICIPANT SIGNATURE: _____

Date Signed ___ / ___ / 2008 Date of Birth ___ / ___ / ___ AGE ___

Name: _____ Form of I.D. _____ I.D.# _____

Address: _____ Apt. #: _____ E-Mail: _____ @ _____

City: _____ State: _____ Zip: _____ Phone: _____

EMERGENCY CONTACT: NAME: _____ **RELATIONSHIP:** _____ **PHONE:** - -

WORK # _____ **EXT/OTHER:** _____

ANY MEDICAL CONDITIONS MEDICAL PERSONAL SHOULD BE AWARE OF? _____

DOCTOR to be notified in case of emergency: NAME: DR. _____ PHONE: _____

PARENT/LEGAL GUARDIAN SIGNATURE _____ **RELATIONSHIP** _____

Date signed ___ / ___ / 2008 Driver's license/ID #: _____

Action Park Alliance WITNESS SIGNATURE _____ **Date Signed** - -

TITLE: _____ **ORGANIZATION: ACTION PARK ALLIANCE** **LOCATION: FONTANA, CA**

OR

STATE OF CALIFORNIA COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2008, by _____, who is personally known to me or has produced a _____ as identification.

Notary Public
My Commission Expires: ___ / ___ / _____