

RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

READ CAREFULLY BEFORE SIGNING.

I, Participant, hereby make application for membership in Tyler Skateplex. In consideration of such membership, which includes but is not limited to my participation in inline skating, skateboarding and other wheel-based activities and events at Tyler Skateplex, Participant acknowledges, appreciates and agrees that:

- The risk of injury from activities at Tyler Skateplex is significant and has the potential to result in my injury, death, illness or disease, mental damage, permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. The risks, which are inherent in the activities of in-line skating, skateboarding and other wheel-based activities includes, but is not limited to, falling, coming into contact with ramps, walls and other equipment or persons; the acts, omissions or negligence in any degree of Tyler Skateplex and other persons or entities; latent and apparent defects or conditions in equipment or property supplied by Tyler Skateplex or other persons or entities; the condition of any track or ramp and accidents connected with their use; my own physical condition or my own acts or omissions; first aid, emergency treatment or other services rendered by Tyler Skateplex or others; and consumption of any food or drink, whether or not provided by Tyler Skateplex. This above list is not complete or exhaustive and the other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in my injury, death, illness, disease or damage to myself or to my property or to spectators or other third parties.
- I am aware of the conditions at Tyler Skateplex, and I am aware that those conditions may become more dangerous during my use of Tyler Skateplex.
- My participation in the activities and events at Tyler Skateplex is purely voluntary; no one is forcing me to participate despite the risks associated with such activities and events.
- **I KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, FOR INJURY, DEATH, ILLNESS OR DISEASE TO MYSELF OR TO MY PROPERTY ARISING FROM MY PARTICIPATION IN THE ACTIVITIES AND EVENTS AT TYLER SKATEPLEX. I FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE TYLER SKATEPLEX, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS AND ALL PERSONS OR ENTITIES AFFILIATED THEREWITH ("RELEASEES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH MY USE OF OR PRESENCE AT TYLER SKATEPLEX, INCLUDING BUT SPECIFICALLY NOT LIMITED TO ANY AND ALL NEGLIGENCE, FAULT OR STRICT LIABILITY OF RELEASEES, FOR ANY AND ALL INJURY, DEATH, ILLNESS OR DISEASE AND DAMAGE TO MYSELF OR MY PROPERTY.**
- I agree to be responsible for all costs arising from any injury incurred, related to or arising from my use of or presence at Tyler Skateplex, including but not limited to damage to property of Tyler Skateplex, on-site emergency medical treatment and transport to a medical facility, and attorneys' fees and court costs.
- **FURTHER, I AGREE TO INDEMNIFY AND HOLD HARMLESS TYLER SKATEPLEX, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ALL PERSONS OR ENTITIES AFFILIATED THEREWITH FROM AND AGAINST ANY CLAIMS ASSERTED BY ANY PERSON OR ENTITY WHO MAY BE INJURED IN ANY WAY BY MY NEGLIGENCE, ACT OR OMISSION, INCLUDING INTENTIONAL ACTS, WHICH MAY OCCUR WHILE I AM USING OR PRESENT AT THE TYLER SKATEPLEX FACILITY.**

- I willingly agree to comply with the stated and customary rules, terms and conditions for use and presence at Tyler Skateplex. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the nearest Tyler Skateplex employee or agent.
- While participating at Tyler Skateplex, I understand that my photo and video image may be captured and published and be used in marketing, promotions and advertising.
- I understand that this is the entire agreement between me and Tyler Skateplex, its agents and employees and that it cannot be modified or changed in any way by my oral representations or statements of those of Tyler Skateplex, its agents or employees.

By signing below, I acknowledge that I have read and understand all of the information on this two (2) page form..

Signature & Date Signed:

Driver's License State and #

Verified by Tyler Skateplex Employee

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, hereby give my permission for my child/ward to participate in any activity or event associated with Tyler Skateplex. I certify that I have read and understand the foregoing terms of my child/ward's use of and presence at Tyler Skateplex and, by signing below, I also acknowledge, appreciate and agree to be bound by the foregoing terms. I further consent to my child/ward's release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin. **I HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LIABILITIES INCIDENT TO OR ARISING FROM MY MINOR CHILD/WARD'S USE OF OR PRESENCE AT TYLER SKATEPLEX, AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES. I FURTHER RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY CLAIMS OR LIABILITIES FOR MEDICAL CARE OR TREATMENT INCIDENT TO OR ARISING FROM ANY INJURY SUSTAINED BY MY CHILD/WARD WHICH INJURY IS INCIDENT TO OR ARISES FROM MY MINOR CHILD/WARD'S USE OF OR PRESENCE AT TYLER SKATEPLEX, EVEN IF SUCH ARISES FROM THE NEGLIGENCE OF THE RELEASEES.**

Parent/Guardian's Signature & Date

Parent's Drivers License State and #

Verified by Tyler Skateplex Employee

or

Notarized by: Notary Signature: Date: