

SKATE N DISCIPLE

SKATE N DISCIPLE PARTICIPANT RELEASE OF LIABILITY

ALL PARTICIPANTS MUST WEAR A HELMET, KNEE PADS, WRIST GUARDS AND ELBOW PADS

READ BEFORE SIGNING AND RETURN WAIVER TO INSTRUCTOR

Please read this document, initial beside each number, and sign at the end. This document affects Your legal rights against Skate N Disciple, Ryan Dye and his associates if you or your child is injured. Do not sign or initial this document unless you understand it. If you are a minor, your parent or guardian is required to read, understand, sign, and initial this legal document.

Associates of Ryan Dye: For the purposes of this release of liability, it is understood that from time to time, Ryan Dye will have other people assist him in giving skateboarding lessons. The language "Ryan Dye and his associates" refers to those people chosen by Ryan Dye to actively help with the skateboarding lessons.

1.) _____ **SKATEBOARDING IS INHERENTLY DANGEROUS.** Skateboarding injuries range from cuts, bruises, sprains, strains, and broken bones. Skateboarding can result in facial injuries such as a broken nose or jawbone. Skateboarding can even result in severe injuries including concussions and other head injuries. People have been permanently disabled and died from skateboarding injuries. In order for you or your minor child to participate in this skateboard program, you must agree that you understand the risks and agree that Ryan Dye and his associates will not be held responsible for damages resulting from participation in this program.

2.) _____ We do not want anyone to get hurt. We encourage observation of rules, safety equipment, instruction, and personal discipline to lessen the risks associated with skateboarding. During our programs, we require the observance of these rules, the use of safety equipment, that participants listen to instructions, and personal discipline to minimize the risks inherent in the activity of skateboarding. Despite these efforts, there is also a risk that participants could violate the rules, fail to use proper safety equipment, ignore instruction, or fail to exhibit personal discipline. In such a situation, a terrible accident could happen very rapidly,

despite Ryan Dye and his associates attempts to keep everyone safe. In order for you or your minor child to participate in this skateboarding program, you must agree that you understand the risks and agree Ryan Dye and his associates will not be held responsible for damages resulting from participation in this program.

You understand that skateboarding is an activity in which the risk of injury is such an inherent part of an activity that imposing a duty to mitigate those inherent dangers could alter the nature of the activity or inhibit vigorous participation. As a result of this inherent risk Ryan Dye and his associates will bear no liability for ordinary negligence. YOU AGREE THAT YOU AND YOUR MINOR CHILD ARE AWARE OF THE INHERENT DANGERS AND PRIMARILY ASSUME ALL RISKS INHERENT WITH SKATEBOARDING.

3.) _____ I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation or the participation of the listed minor children. I represent that, with respect to the minor child or children listed below, I am the legal guardian of the child or children and have the authority to release Skate and Disciple, Ryan Dye and his agents from liability as set forth in this document.

4.) _____ I, on behalf of the program participant(s) listed below, and on behalf of myself, the participant, the participant's heirs, assignees, personal representatives, persons under my guardianship, and next of kin, HEREBY RELEASE INDEMNIFY AND HOLD HARMLESS **SKATE N DISCIPLE, RYAN DYE AND HIS AGENTS**, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property incident to my involvement or participation in skateboarding lessons, programs or events, including transportation to lessons, WHETHER ARISING FROM THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5.) _____ I agree that if I want to make a claim, I must file a demand before the American Arbitration Association (the "AAA"). I agree that any dispute between Ryan Dye, his associates, and I will be decided by the AAA. I agree to pay all costs of the arbitration I initiate against Ryan Dye and any of his associates.

6.) _____ I have read the 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.

7.) _____ **CONSENT TO USE OF PHOTOS:** I, hereby give permission to use photographs, voice recordings, or video taken of me during skateboarding lessons in any manner to help promote the program as determined in the sole discretion of Ryan Dye. Such use could include publications, media releases, announcements, electronic or otherwise, and on program websites or social media pages. I understand that neither I nor my child/ward will receive any compensation if such image appears in any of the manners listed above or any other manner

that Ryan Dye deems appropriate. I agree that such images are the property of Ryan Dye and Skate N Disciple.

I WANT TO PARTICIPATE IN THIS HAZARDOUS SPORT. I agree to assume full responsibility for all injuries and medical expenses incurred while participating in skateboarding lessons. I expressly and voluntarily release, acquit, and forever discharge SKATE N DISCIPLE, Ryan Dye and his associates and agree to hold their respective affiliates, and agents harmless of and from all, and all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.

By signing this document, I intend to forever waive my right to maintain any lawsuit or action against Skate N Disciple, Ryan Dye or his associates based on any claim of personal injury or death or property loss or damage. I have had sufficient opportunity to read and understand this agreement and consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

1. _____ minor 2. _____ minor
Participant Name Adult Participant Name Adult

3. _____ minor 4. _____ minor
Participant Name Adult Participant Name Adult

Printed Name of Legal Guardian for minor participant(s)

Signature of Legal Guardian

_____ _____
Contact Number for Guardian of Participant(s) Contact Email

Allergies/Medical Conditions