

**SKATEBOARDING, BMX AND/OR IN-LINE SKATING WARNING,
ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD
HARMLESS AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND THE WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is Skateboarding, BMX biking and/or in-line skating at The YMCA of Westfield, NJ shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent's or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that Skateboarding, BMX biking and/or in-line skating (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: equipment failure, varying surface and paved conditions, hills, weather conditions, debris, loose gravel and dirt, vehicles, bicycles, pedestrians, natural and man-made obstacles, ramps, jumps, paved and unpaved surfaces and other skate park features, and/or the condition(s) of the PARTICIPANT. **INJURIES AND/OR DEATH RANGE FROM:** 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as lacerations, loss of vision, joint or back injuries, fractures, concussions, and heart ailments to 3) the very rare catastrophic injuries including forms of paralysis and death.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** The YMCA of Westfield, NJ, its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to make a claim or file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD-PARTY arising in the whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a client or suit brought by or on behalf of all of THE UNDERSIGNED.

THE UNDERSIGNED recognize that protective clothing and equipment are required and PARTICIPANT agrees to wear protective clothing and equipment at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that protective clothing and equipment **IS IN NO WAY ANY GUARANTEE OF SAFETY** and that no protective clothing and equipment can protect the wearer against all foreseeable impacts to the body, and that the ACTIVITY and other related activities can expose THE UNDERSIGNED to forces that exceed the limits of protection provided by protective clothing and equipment. THE UNDERSIGNED also understands that such protective clothing and equipment does not guard against all injuries to the body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the

