

**WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE**

I, \_\_\_\_\_ (FULL NAME), fully understand that my participation and use of the City of La Cañada Flintridge Skate Park (hereinafter "Skate Park") exposes me to the risk of personal injury, death, or property damage. I hereby acknowledge I am voluntarily participating in the use of this Skate Park, event, and/or classes and agree to assume any such risks.

**I RECOGNIZE THAT SKATEBOARDING AND IN-LINE SKATING ARE DANGEROUS AND CONTAIN RISK OF PERSONAL INJURY, DEATH, DISABILITY, OR PROPERTY DAMAGE OR LOSS ("DAMAGES"). I ASSUME ANY AND ALL RISKS** associated with my use of the facility, including, but not limited to, strenuous physical activity or exertion; striking or being struck by objects or persons; falling off/ from trick features; exposure to heat, cold or humidity. Such risk may result in injuries that include, but are not limited to, sprain, strain or tear of muscles or ligaments; fracture or dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries. I am aware that the usual risks, hazards and dangers of incurring damages increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure or device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. I understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skating, are present at the same time and using the same facilities. **ALL SUCH RISKS ARE KNOWN AND ASSUMED BY ME.**

I hereby release, discharge, and agree not to sue the City of La Cañada Flintridge, La Cañada Unified School District, and the Community Center of La Cañada Flintridge (hereinafter individually and collectively referred to as "Indemnified Parties) for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the use of the Skate Park, event, class, or from whatever the cause, including the active or passive negligence of the Indemnified Parties, or any other participants of the Skate Park and any events and/or classes taking place at the Skate Park. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence" as that term is used in applicable case law and/or statutory provision. I also understand that I am responsible for any injury or damage that I cause to others during the use of the Skate Park, and I hereby agree to hold harmless, indemnify and defend the City from any and all claims or liabilities that may arise out of my use of the Skate Park.

I further agree that no oral representations, statements, or inducements apart from this Release have been made by City or anyone else with regard to the subject matter of this Release. This Release is intended to be construed broadly to the full extent permitted under the laws of the

