



VELODROME/SKATE PARK RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: This form is a Release and Waiver of Liability, Assumption of the Risk, Indemnity, and Parental Consent Agreement pursuant to Section 316.0085, Florida Statutes, which provides a limitation of liability for governmental entities with respect to persons who participate in skateboarding, in-line skating, and freestyle bicycling on government property. When signed, this form is a contract with legal consequences. Please read it carefully before signing.

TO BROWARD COUNTY: In consideration of the opportunity afforded to me and/or my child/ward named herein to participate in activities conducted at the Velodrome or Skate Park, I, the undersigned, on behalf of myself and/or my child/ward named herein, do freely agree to and make the following contractual representations and agreements.

I expressly acknowledge and realize the inherent risks and dangers associated with the activities conducted in the Velodrome and/or Skate Park and the possibility of serious physical and/or mental trauma or injury or death that may result from participation in such activities, which include, but are not limited to, skateboarding, in-line skating, and freestyle bicycling. I knowingly, freely, and voluntarily agree to assume any dangers, risks, and non-economic and economic losses associated with such participation. This includes risks and dangers caused by my own actions or inaction; dangers of collision with spectators, other participants, and fixed or moving objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions.

I do hereby agree to release, waive, discharge, and covenant not to sue Broward County, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releasees") from any and all liability or claims that may be sustained by me, my child/ward, my heirs, executors, administrators, legal representatives, assigns, and successors (hereinafter referred to collectively as "Successors") for any and all damages, non-economic and economic losses, and any rights or claims that may be sustained by me directly or indirectly in connection with, or arising out of, my and/or my child's/ward's participation in the activity, whether caused in whole or in part by the negligence of the Releasees. I, further agree to indemnify and hold harmless the Releasees from any and all liability resulting from claims, causes of action, or losses sustained by third parties arising out of, my and/or my child's/ward's participation in the activity.

I agree for myself and Successors that the above representations are contractually binding and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. This contract cannot be amended orally.

I, on behalf of myself, or as parent/guardian of the dependent named herein, do hereby grant full permission to Broward County to use photographs, videotapes, recordings, and any other record of the activity for any legitimate purpose whatsoever.

I, the undersigned, on behalf of myself and/or my child/ward named herein, have read this contract, fully understand its terms, and understand that I, on behalf of myself and/or my child/ward, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

Date _____ Age of Participant _____

Name (please print) _____ Address _____

City, State, Zip _____ Phone _____

Who to Notify in Case of Emergency _____ Phone _____

Signature of Participant _____

PARENT/GUARDIAN OF A MINOR: I, a parent/guardian of the above-named minor, understand the nature of the activities conducted in the Velodrome/Skate Park and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby give my permission for my child/ward to participate in the activity and further agree, individually and on behalf of my child/ward, to be bound by the terms of the above Agreement. By signing this waiver you agree to the rules listed on the reverse side of this form.

Signature of Parent/Guardian of Minor _____

Name (please print) _____ Date _____

Address _____

City, State, Zip _____ Phone _____

This park employs a Lightning Prediction System, which will sound a 15-second horn blast, accompanied by a flashing strobe, alerting you a storm is imminent. Once the alarm has sounded and strobes remain flashing, outdoor activity is to be suspended and shelter sought immediately, either in a large building or an enclosed vehicle. Outdoor activity may be resumed only after you hear three (3) five-second horn blasts indicating the storm has moved out of the area. IF YOU REMAIN OUTDOORS AFTER A WARNING ALARM IS ISSUED, PLEASE BE ADVISED YOU DO SO AT YOUR OWN RISK!

Employee's Name (please print) _____

Employee's Signature _____

Name
Last
First
Date of birth

VELODROME/SKATE PARK RELEASE AND WAIVER OF LIABILITY

1. Each skater must purchase a session pass and have a signed release and waiver of liability before entering the skating area. Skaters under 18 must have their parent/guardian sign the release and waiver for them.
2. Each skater must wear a helmet, elbow pads, knee pads, and wrist guards while on the skating surface.
3. Only skateboards and in-line skates are permitted.
4. Shirts and appropriate clothing must be worn at all times.
5. Each skater must be cleared through the skate facility office prior to entering the skating area.
6. No profanity or inappropriate wording on clothing. Inappropriate attire will be determined by the park staff.
7. Anyone under the age of 10 must be accompanied by an adult 18 or older. Children under the age of 6 are not allowed to skate.
8. Food (including gum and candy) and beverages are not allowed on the skating surface or in the multipurpose building.
9. Possession or consumption of any intoxicating beverage or controlled substance is prohibited.
10. Smoking is prohibited inside the skating facility, multipurpose building, and Velodrome.
11. Coolers, backpacks, and boom boxes will not be allowed in the skating facility.
12. The Broward County Parks and Recreation Division has the sole and exclusive discretion to close the Skate Park due to inclement weather or any other unsafe condition at any time.
13. Waxing is NOT ALLOWED.
14. Inappropriate behavior will not be tolerated.
15. Skaters and skateboarders must practice courtesy.
16. Skating will be allowed under the supervision of the Broward County Parks and Recreation Division staff only. Attendant in charge will have the authority to limit the number of participants at any time to ensure safety and to evaluate skill level of patrons.
17. Anyone exhibiting reckless behavior or throwing/placing any foreign object inside the skating area or endangering patrons and/or spectators will be escorted out of the park by Cooper City Police.
18. Permitted vendors only.
19. No refunds.
20. There is to be no trespassing after facility is closed. Trespassers will be prosecuted to the fullest extent of the law.
21. Rain checks will be given within the first hour of the session.