

**SKATE & BMX OPERATOR
ASSUMPTION, WAIVER FORM**
Newport Skate & BMX Park
A Ministry of Better Life Outreach Ministries, Inc
P.O. Box 5299
Wilmington, De. 19808
(302) 998-8274

Skater or Biker's Name _____

Skater or Biker's Age _____

IN CONSIDERATION of receiving permission from of Better Life Outreach Ministries, Inc. (hereinafter referred to as BLOM) to enter upon the premises of Newport Skate and BMX Park, the receipt of such permission being also acknowledged, the undersigned participant and his/her parents, if he/she be under the age of 18 years, hereby releases BLOM its agents, its officers, servants, and employees, of and from any loss, damage, or injury, including death, that may be sustained by the participant, or any property of participants' parents, while in, on, upon or near these premises.

Both participant and participants' parents are duly aware of the risks and hazards inherent upon entering said premises and/or in participating in skating and BMX activities at the subject premises, and hereby voluntary elect to enter – or have their children enter – upon said premises and participate in skate and BMX activities thereon, knowing the present condition of the facilities and knowing that said condition of the facilities may become hazardous, or dangerous – or more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant, and/or his/her parents if participant is below the age of 18 years, hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by the participant or participant's parents or any property of either, while in, on, near or upon the premises and/or skate and BMX facilities.

This waiver and release shall be binding upon the participant, his/her parents their distributes, heirs, next of kin, and personal representatives.

In signing the foregoing Assumption of Risk, Release and Waiver each of the undersigned hereby acknowledges and represents:

1. That the age as stated above is his/her correct age, and that both participant and his/her parents (if signed below by parents) are of sound mind.
2. That he/she, or they have read the foregoing Assumption of Risk, Release and Waiver, and signs below voluntarily.
3. That he/she, or they know that by signing this Release, Assumption and Waiver, he/she, or they are giving up all rights to they have, have had, or may in the future have. THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, and that the undersigned are hereby GIVING UP EVERY RIGHT HE/SHE, THEY HAVE TO RECOVER FOR ANY INJURY, DAMAGE OR DEATH occurring as a result of the use of the facilities.
4. That the participant and parents, (if their signatures are affixed below), in consideration of BLOM granting permission hereinbefore described do hereby expressly stipulate and agree to indemnify and hold forever harmless BLOM, it successors and assigns, against any loss from any and all claims, demands, or actions in law or equity that may hereafter at any time be made or brought by the participant (be he/she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's actions on the premises or facilities.

WITNESS the hands and seal, of the participant (and his/her parents if the participant is a minor) as of the _____ day of _____, 20____:

Skateboarder Inline Skater BMX Biker Scooter? (Please Circle One)

Participant's/Skater or Biker's Signature (if over 18) _____

Parent's Signature (if under 18) _____

Address _____

City _____ State _____ Zip _____ Phone _____

Proof of age exhibited _____

This portion is only to be used if parent can of person under 18 can not be present on the skater / bikers first time

Notary Clause (To be notarized if not executed in the presence of a Newport Skate Park Staff) State of _____, County of _____, to wit: Hereby certify, that on the _____ day of _____, 20____ before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared _____ and did acknowledge the foregoing Assumption, Release, and Waiver to be his/her their respective act.
AS WITNESS my hand and Notarial Seal.

Notary Public