Member	
Skateboard	
InLine Skates	
Bike	

LOW GRAVITY INC./GRAFFITI SKATE ZONE SKATE PARK LOW GRAVITY INC. 1502 PORT MALABAR BLVD. NE PALM BAY, FLORIDA 32905

WAIVER OF RIGHTS, RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

(Participant)

	ights, Release of Liability, Assumption of all risks, hold harmless & lign it. This is a legal document that affects your legal rights. By signi	9
I,	("Participant") residing at:	in
consideration of being a	allowed to engage in skateboarding, in-line skating, biking, or any other a	activity (the "Activities") at LOW
GRAVITY INC/GRAFI	FITI (the Facilities") at 1502 Port Malabar Blvd. NE Palm Bay, Florida 3	32905, do hereby acknowledge,
understand and agree as	s follows:	

In consideration of being allowed to engage in skateboarding, in-line skating, biking or any other activity (the "Activities") at LOW GRAVITY INC/GRAFFITI (the Facilities") for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, located at 1502 Port Malabar Blvd. NE Palm Bay, Florida 32905

- , or participation in special skate parade float and/or other events outside of the facilities, do hereby acknowledge, understand and agree as follows:
- 1. I understand and acknowledge that the Activities are dangerous activities which involve known and unanticipated risks which often result in physical or emotional injury, paralysis, death or damages to myself, property, or to other persons. I understand that among other things, there is a strong risk of:
 - Collisions with other skaters, people, walls or other fixed objects;
 - Falling down or wiping out;
 - The failure of equipment belonging to the Participant, myself/ourselves, LOW GRAVITY, INC. or the CITY OF PALM BAY or OTHERS, objects pebbles, sand, oil, water, cracks, holes or other conditions on the skating surface that may cause the Participant to fall, wipe-out or otherwise get injured, being struck in the head or body by skating equipment or accessories;
 - Broken bones, sprains, head, neck and back injuries, abrasions and bruises;
 - The negligence, failure to act reasonably and failure to exercise due care by LOW GRAVITY, INC. or the CITY OF PALM BAY, its employees, staff and agents myself/ourselves, the Participant or others.
- 2. I understand that the risks discussed above cannot be eliminated without jeopardizing the essential quality of the Activities and that the use of helmets and pads assist to reduce the risk, but in no way eliminate the risks. Furthermore, I understand I may not be covered under insurance owned by LOW GRAVITY, INC. or the CITY OF PALM BAY, and agree to assume all the risks of skateboarding, in-line skating, biking, and other activities at the Facilities.
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation. I my own abilities and will use the Facilities and/or mobile parade float within their own skill level and participation in the Activities in an unusual and aberrant manner or engaging in excessively dangerous stunts or moves will increase the risks to myself and others. I am aware of the risks and necessity to comply with the terms and conditions for participation.
- 4. I agree that if the I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring the hazard to the attention of the skatepark staff immediately.

- For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby release, waive and discharge LOW GRAVITY, INC. and the CITY OF PALM BAY, including by not limited to their officers, directors, stockholders, agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives, of all liabilities, claims, actions, damages, costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which I may have against them arising out of or in any way connected to my participation in the Activities or presence at the Facilities. I understand that this waiver includes and claims based on the negligence simple or gross action or inaction of the CITY OF PALM BAY or any other person present at the Facilities. Regardless of whether the action of above party or other person was active or passive, indemnify and hold harmless LOW GRAVITY, INC. and the CITY OF PALM BAY, including but not limited to their directors, officers, stockholders, agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives from all liabilities, claims, actions, damages, costs or expenses of any kind or nature whatsoever, including reasonable attorney and paralegal fees (whether incurred before or at trial, or in appellate or bankruptcy proceedings) which any other person may have against them based on any actual or claimed unintentional, negligent, wrongful or intentional act or omission by myself arising from or as a result of my presence and participation in the Activities at the Facilities or outside participation in special skate park float or events. Further, I agree to pay any and all attorney and paralegal fees prior to trial, at trial, or appellate or bankruptcy procedures of LOW GRAVITY, INC., and the CITY OF PALM BAY, their agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives if I bring any action, claim or demand against the above parties for any reason for which this release applies.
- 6. This Agreement shall be binding upon my/our personal representatives, successors, heirs, assigns and other legal representatives by executing this agreement.
- 7. I agree that this agreement is intended to be constructed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this agreement not found to be invalid and the remainder of this agreement shall remain in full force and effect.
- 8. I warrant that I am the undersigned Participant, have read and fully understand this Waiver of Rights, Release of Liability, Hold Harmless and Indemnification Agreement and that no oral representations, statements or inducements apart from the forgone written agreement has been made.
- 9. I agree to ensure that I will abide by all rules and regulations that LOW GRAVITY, INC. may impose regarding the use of the Facilities and the participation in Activities.
- 10. I agree and understand that this is a continuing release that applies not only to my present participation in the Activities or presence at the Facilities, but shall also apply to my future participation in any of the Activities or presence at the Facilities. This Release shall continue in effect until a written revocation is received by LOW GRAVITY, INC. at which time I shall no longer be allowed to be present at the Facilities or to participate in any of the Activities.

avier property by the complete and the c

11. SKATE, RIDE OR PARTICIPATE AT YOUR (OWN RISK!	
Participant Signature	Phone Numbers	Email
STATE OF FLORIDA COUNTY OF BREVARD		
The foregoing instrument was acknowledged before	me this day of	_, 20
by and verified their identity.	who is personally known to me or v	who has produced sufficient identification,
Notary Public	GSZ employee	
Type of Identification:	Date of Birth:	(rev.11/13)