

Member \_\_\_\_\_  
Skateboard \_\_\_\_\_  
Inlines \_\_\_\_\_  
Bmx \_\_\_\_\_

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

WAIVER OF RIGHTS, RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS, HOLD  
HARMLESS & INDEMNIFICATION AGREEMENT

**(MINOR PARTICIPANT)**

**READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS AND  
HOLD HARMLESS AGREEMENT CAREFULLY BEFORE YOU SIGN IT. THIS IS A LEGAL DOCUMENT  
THAT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING YOU ARE WAIVING OR RELEASING  
VALUABLE LEGAL RIGHTS!**

Parent/Legal guardian name: \_\_\_\_\_

Participant Last Name : \_\_\_\_\_ First Name : \_\_\_\_\_

Address : \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth : \_\_\_\_\_ Phone : (     ) \_\_\_\_\_ (     ) \_\_\_\_\_

Email address : \_\_\_\_\_

In consideration of being allowed to participate in any way (Activities) at the GRAFFITI SKATE ZONE SKATE PARK(GSZ) (The Facilities) or related events and activities at 1502 Port Malabar Blvd Palm Bay Fl or participation in any team related or contest event here or outside of the facilities we(I) understand and agree as follows:

1) I/We understand and acknowledge that participating in skateboarding, In-line skating and activities at GSZ are dangerous and involve known and unanticipated risks which often result in physical or emotional injury, paralysis, death or damages to the minor participant to others or to property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I/We understand that among other things, there is a strong risk of :

- Collisions with other skaters, people, equipment, walls or other fixed objects
- Falling down , slipping , tripping or wiping out.

- The failure of equipment belonging to the minor participant, myself/ourselves LOW GRAVITY INC, GSZ, the CITY OF PALM BAY or others, objects pebbles, sand, oil, water, cracks, holes, other debris or other conditions on the skating surface that may cause the Minor participant to fall, wipe out or otherwise get injured, be struck in the head or body by skating equipment or accessories or other skaters.

- Broken bones, sprains, head, neck and back injuries, abrasions and minor or major bruises.

- The negligence, failure to act reasonably and failure to exercise due care by LOW GRAVITY INC, GSZ or the City of Palm Bay, its employees, staff and agents myself/ourselves, the minor participant or others.

2) I/We understand that the risks discussed above cannot be eliminated without jeopardizing the essential quality of the Activities and that the use of helmets and safety pads assist to reduce the risk but in no way eliminates the risks. Furthermore, I/We understand that the GSZ employees have difficult jobs to perform. Although they may seek safety they are not infallible. They may be unaware of a participants physical ability or fitness to participate. They might misjudge the weather, elements or terrain conditions. They may give inadequate warnings or instructions and the equipment being used might malfunction. I/We agree, accept and will assume all of the risks existing in this activity . I/We have agreed to allow the Minor Participant to participate in the Activities despite the known risks. The minor participant may not be covered under insurance owned by LOW GRAVITY INC, GSZ or the City of Palm Bay and I/We agrees to assume all the risks of skateboarding, inline skating and all other activities at the Facilities.

3) The minor participant knowingly and willingly assumes all such risks and agrees to comply with the stated and customary terms and conditions for participation. The minor participant knows their own abilities and will use the Facilities and/or mobile skate park ramps or parade float ramps within their own skill levels

Participation in the Activities in an unusual or aberrant manner or engaging in excessively dangerous stunts or moves will increase the risks to the Minor Participant and others. I/We are aware of the Minor Participants knowledge of the risks and necessity to comply with the terms and conditions for participation because I/We have discussed them with the Minor Participant who understands them.

4) The Minor Participant agrees that if they observe any unusual significant hazard during their presence or participation, they will remove themselves from participation and bring such hazard to the attention of the nearest official or staff member immediately.

5) I/We on behalf of my heirs, assigns, personal representatives & next of kin do hereby release, waive and discharge LOW GRAVITY INC, GSZ or the City of Palm Bay including but 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/We may have against them arising out of or in any way connected to the Minor Participant's participation in the Activities or presence at the Facilities. I/We understand that this waiver includes any claims based on the negligence simple or gross action or inaction of LOW GRAVITY INC, GSZ or the City of Palm Bay or any other person present at the Facilities. Regardless of whether the action of the above party or other person was active or passive and will indemnify and hold harmless LOW GRAVITY INC, GSZ 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 of at trial, or in appellate or bankruptcy proceedings) which an other person may have against them based on any actual or claimed unintentional, negligent, wrongful or intentional act or omission by the Minor Participant arising from or as a result of the Minor Participant's presence and participation in the Activities at the Facilities or outside participation in special skate park float or events. Further I/We agree to pay any and all attorney and paralegal fees prior to trial, at trial, or appellate or bankruptcy procedures of LOW GRAVITY INC, GSZ or the City of Palm Bay, their agents, employees, staff or independent contractors and their respective sureties, insurers, successors, assigns and legal representatives if I/We 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/We 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 an effect.

8) I/We warrant that I/We am/are the parent/parents or legal guardian/guardians of the minor participant have read and fully understand this Waiver of Right, 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. In the event that the signature of only one parent/legal guardian can be obtained, the signature of that parent/legal guardian represents that the parent/legal guardian is the primary legal custodian of the Minor Participant, and that the parent/legal guardian has the legal authority to sign this agreement.

9) I/We agree to ensure that the Minor Participant shall abide by all rules and regulations that LOW GRAVITY INC, GSZ and the City of Palm Bay may impose regarding the use of the Facilities and the participation in the Activities.

10) I/We agree and understand that this is a continuing release that applies not only to the Minor Participant's present participation in the Activities or presence at the Facilities, but shall also apply to the Minor Participant's future participation in any of the activities of presence at the Facilities. This release shall continue in effect until a written revocation is received by LOW GRAVITY INC. at which time the Minor Participant shall no longer be allowed to be present at the Facilities or to participate in any of the Activities.

**I have read this waiver and release of liability agreement and fully understand its terms. I understand that I have given up substantial rights by signing it and sign it freely and voluntarily without inducement.**

\_\_\_\_\_ **sign** \_\_\_\_\_ **print**  
**Parent or legal guardian of minor signature who has legal authority to execute this agreement.**

(waiver must be notarized if not signed in the presence of an authorized employee of GSZ)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ who is/are personally known to me or has produced sufficient identification.

\_\_\_\_\_ stamp -  
Notary Public

Type of Identification

\_\_\_\_\_ GSZ employee \_\_\_\_\_

**ADVANCED STATUS DECLARATION** - The use of full pads (helmet, elbow, knee) is required at all times. However if you choose not to wear your elbow or knee pads you do so at your own risk and LOW GRAVITY INC, GSZ or the City of Palm Bay will not be held liable for any injuries sustained as a result of your actions. Any injury resulting from refusal to wear recommended safety equipment will be the full responsibility of the participant. Helmets must be worn at all time with no exceptions.

I/We the parent/legal guardian understand that by allowing our Minor Participant to participate without the use of recommended safety gear we are subjecting the Minor Participant to possible additional serious injury. I/We the parent/legal guardian also understand that any other possible injury resulting from the refusal to use the recommended safety gear will be the full responsibility of the Minor Participant and the parent/legal guardian and LOW GRAVITY INC, GSZ or the City of Palm Bay will not be held liable or responsible for your decision.

I/We the parent/legal guardian agree that the Minor Participant is an advanced skater and understand the above described declaration.

SIGN HERE : \_\_\_\_\_

Parent/Legal guardian understands that the participant will:

**SKATE, RIDE OR PARTICIPATE AT THEIR OWN RISK!!**

# RULES AND REGULATIONS

KNOW YOUR LIMITS, DON'T SKATE BEYOND YOUR ABILITY !!

- 1 - No abusive behavior or foul language.
- 2 - No food or drinks in skate area.
- 3 - No smoking or use of tobacco products in skate park.
- 4 - Do not move or place any other obstacles in skate area without permission.
- 5 - No chasing or running in skate area.
- 6 - Always skate with the flow of other skaters.
- 7 - No sitting in the skate area.
- 8 - No spitting, kicking or throwing in the skate area.
- 9 - Place all trash in proper trash cans.
- 10 - All Helmets, and required safety gear to be worn at all times.

Any type of fighting will result in both individuals being kicked out! If you don't follow the rules you could be kicked out of the park at staffs descretion.

Other minor incidents will result in the 3 warnings and your out rule. It will apply as follows:

- A) first incident - you will receive a warning.
- B) second incident - you will sit out for a designated time
- C) third incident - you will be kicked out of park for a designated time  
With no refunds.

I/We are the parent/legal guardian of \_\_\_\_\_ understand and acknowledge the rules above and agree to encourage our child to abide by all of them.

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
signature of parent/guardian

I \_\_\_\_\_ understand and acknowledge the above rules

Minors name

And regulations and agree to abide by all of them.

\_\_\_\_\_  
Minors signature

## EMERGENCY CONTACT INFORMATION

Phone \_\_\_\_\_

Other phone \_\_\_\_\_

Cell phone \_\_\_\_\_

Work phone \_\_\_\_\_

**SKATE, RIDE OR PARTICIPATE AT YOUR OWN RISK!**

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