**Red Alert Skateshop**

**54 Allen St. Suite 2**

**Rochester, NEW HAMPSHIRE 03867**

**WAIVER, RELEASE OF LIABILITY AND**

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**PARTICIPANT’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**UNDER 18 YEARS (SIGNED AND INITIALED BY PARTICIPANT AND BY PARENT OR LEGAL GUARDIAN)**

**THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION**

**OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY ARISING OUT**

**OF ANY NEGLIGENCE OR OTHERWISE AND AN INDEMNITY AND HOLD**

**HARMLESS AGREEMENT AGAINST ALL CLAIMS. THIS AGREEMENT RELEASES ALL PARTIES DESCRIBED HEREIN EVEN IF FOR LIABILITY FOR THEIR OWN NEGLIGENCE OR OTHER FAULT. READ IT CAREFULLY.**

***THERE ARE 5 PAGES, BE SURE TO INITIAL EACH PAGE***

***UNDER 18 - WAIVERS MUST BE SIGNED BY A LEGAL GUARDIAN IN***

***THE PRESENCE OF A RED ALERT EMPLOYEE***

***OR***

# WITNESSED AND STAMPED BY A NOTARY PUBLIC

**“Red Alert Skateshop” is a registered trade name owned by Brickwall Enterprise LLC., owner of the Red Alert Skatepark.**

**Initials of Participant \_\_\_\_\_ Initials of Parent/Guardian \_\_\_\_\_\_ Page 1 of 5**

# UNDER 18

## THE PRESENCE OF A Red Alert EMPLOYEE OR WITNESSED AND STAMPED BY A NOTARY PUBLIC

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT**

**CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT YOUR REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCES TO THE**

**“UNDERSIGNED” MEANS YOU.**

PARTICIPANT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print)

PARENT’S OR GUARDIAN’S NAME (if participant is under 18 years of age): \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print)

I, the above PARTICIPANT, and if the Participant is younger than age 18, the PARENT or legal guardian of the above PARTICIPANT agrees as follows:

Contractual Assumption of Risk

I acknowledge and understand that roller-skating, in-line skating, skateboarding, biking, scootering, and similar Activities (Activities) are hazardous and dangerous activities that involve strenuous exercise and that various degrees of skill and experience are necessary for the different riding surfaces and venues. I understand that these Activities can result in serious bodily injury and damage to property and on my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all risks of loss, damage or injury while on the premises of Brickwall Enterprise LLC, d/b/a Red Alert (Red Alert Skateshop). Freedom from risk and injury and loss while participating in the Activities is not a reasonable expectation.

I am aware of the risks, hazards, and dangers of personal injury, death and disability in entering the Red Alert, as well as those risks, hazards and dangers of personal injury, death and disability inherent in participation in any Activity or event. I am aware that the usual risks, hazards and dangers of personal injury, death and disability increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other such structure or device. I also understand that these risks, hazards and dangers will be further increased because other persons will be using the facilities at the same time and may have a greater or lesser degree of experience or skill than I do/the Participant does, or no experience or skill at all. In addition to the usual dangers inherent in the Activities, there will be the added or increased danger and risk of uncontrollable equipment related to these Activities, falling, jumping, landing, performing tricks, colliding with other PARTICIPANTS or PERSONS or staff, media personnel and spectators. I am also aware that there is an inherent risk in simply being at the Red Alert and/or observing, photographing or videotaping the Activities. On my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

**Initials of Participant \_\_\_\_\_ Initials of Parent/Guardian \_\_\_\_\_\_ Page 2 of 5**

# UNDER 18

## THE PRESENCE OF A RED ALERT EMPLOYEE OR WITNESSED AND STAMPED BY A NOTARY PUBLIC

Permission to Record and Use

Partially in exchange for being permitted entrance to the Red Alert, on my own behalf and on behalf of the Participant, we expressly agree to grant the Red Alert and any third party authorized by the Red Alert the right to film, videotape, photograph, record the voice of and make any reproductions of my/the Participant’s physical likeness and voice and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and/or online use, broadcast, theatrically or on television, cable, radio or internet, of any motion picture film, videotape, DVD, CD or any published articles in which such likeness may be printed, used or incorporated, and in advertising, exploiting and publicizing of the Red Alert without the requirement of any prior consent, compensation or attribution.

Indemnity, Hold Harmless, Release and Waiver

I agree, on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend Brickwall Enterprise LLC. d/b/a Red Alert (Red Alert Skateshop) and each of their shareholders, members or owners, customers, agents, servants, employees, officers, directors, trustees, successors, assigns, and all other persons or entities acting on their behalf (the “Covered Parties” or a “Covered Party” hereafter), from any and all claims, actions, damages, liability, costs or expenses and attorney fees as to my own, and the participant’s claims or those of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation in any Activity at the Red Alert.

In consideration for admission to the Red Alert, viewing privileges and use of the Red Alert facilities I, on my own behalf and on behalf of the Participant, hereby agree to release and forever discharge Red Alert, BRICKWALL ENTERPRISE LLC and any other Covered Party from any and all claims (negligence, tort, contract, warranty, or otherwise), actions, damages, liability, costs, medical expense or other expenses, financial loss, and attorneys fees which are related to, arise out of, or are in any way connected to my participation or use or the Participant’s participation or use of the Red Alert facilities (either in the interior or the exterior), use of equipment or property supplied by the Red Alert including protective gear which may be rented from the Red Alert, or my presence or the Participant’s presence at the Red Alert, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of Red Alert, BRICKWALL ENTERPRISE LLC or any other Covered Parties. I understand that the Covered Parties are not responsible for any personal property that are lost, stolen or damaged at the Red Alert. By signing this Agreement, it is my intention to, and I do hereby, on my own behalf and on behalf of the Participant surrender and waive any rights to sue or exercise any legal right to seek damages from Red Alert, and/or Brickwall Enterprise LLC from their failure to use reasonable care in any way.

Compliance with Rules, etc.

I agree to comply and that the Participant will comply with all of the stated and customary rules, terms and conditions for participation in Activities at the Red Alert. If the undersigned observe any unusual significant hazard during his or her presence or participation at the Red Alert, the undersigned will remove himself or herself from participation and bring such hazard to the attention of the nearest Red Alert employee, official or representative immediately.

**Initials of Participant \_\_\_\_\_ Initials of Parent/Guardian \_\_\_\_\_\_ Page 3 of 5**

# UNDER 18

## THE PRESENCE OF A RED ALERT EMPLOYEE OR WITNESSED AND STAMPED BY A NOTARY PUBLIC

I acknowledge that my presence or the Participant’s presence and any participation in Activities at the Red Alert are strictly voluntary in spite of the unavoidable risks and dangers of such presence and/or participation, and no one is forcing me or the Participant to be present or to participate in any Activities at the Red Alert. The Red Alert and the Covered Parties are not providing any essential services and there are other locations at which I can and the Participant can participate in similar Activities. The undersigned hereby represent that no special relationship exists between me/the Participant and any of the Covered Parties, and that the undersigned are not under any physical, economic or other compulsion to sign this agreement. I agree not to take any unreasonable risks while at the Red Alert including, but not limited to, causing myself, other participants in the Activities, or spectators at the Red Alert or other persons present at the Red Alert any unreasonable risk or harm. I additionally agree that I am/the Participant is required to use full protective gear when using the Red Alert if under the age of 18, including secure and adequate helmet, footwear, knee, elbow pads. Participants over the age of 18 are required to use an adequate helmet, footwear and understand that knee, elbow pads are recommended. If such gear is rented through the Red Alert or a third party agent of the Red Alert, I understand that it is my responsibility to ensure that the gear is of sound condition and properly fits.

**THE INTENT OF THE COVERED PARTIES IS THAT THIS AGREEMENT WILL ALLOW THE COVERED PARTIES TO AVOID LIABILITY FOR THEIR OWN NEGLIGENCE, FAULT, OR ANY OTHER FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.**

I agree, on my own behalf and on behalf of the Participant, that this Agreement shall apply to my/the Participant’s participation in any and all Red Alert Activities and programs including, but not limited to, open skating, skateboarding, biking, practice sessions, instructional sessions, competitions, day camps, overnight camps and Activities directed by any representative of Red Alert or any other Covered Party.

This Agreement shall continue in full force and effect and shall apply to all my/the Participant’s present and future visits to the Red Alert. This Agreement shall be effective and binding upon my/the Participant’s heirs, agents, personal representatives, and assigns and for the benefit of the Covered Parties.

Consent to Emergency Medical Treatment

**I give consent and permission to Red Alert, Brickwall Enterprise LLC, or any other Covered Party to obtain on behalf of myself or my minor child any emergency medical attention and treatment in case of sickness, accident or injury and to secure such medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon their age even though their condition may not warrant it. By signing this document, the undersigned fully recognize that if the Participant or another participant is hurt or property is damaged while the Participant is engaged in this activity, then the undersigned will have no right to make a claim or to file a lawsuit against the Covered Parties, even if they or any of them negligently caused the bodily injury or property damage.**

The undersigned further agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Initials of Participant \_\_\_\_\_ Initials of Parent/Guardian \_\_\_\_\_\_ Page 4 of 5**

**I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY LEGAL**

**GUARDIAN SIGN THIS DOCUMENT ALSO. I HAVE CAREFULLY READ THE FOREGOING AND**

**ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND**

**CONDITIONS AND SIGN IT VOLUNTARILY. PRIOR TO SIGNING THIS AGREEMENT, I HAVE**

**REVIEWED THE PARK SAFETY RULES AND REGULATIONS, AND HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE Red Alert, THE PARK STAFF AND/OR THIS**

**AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND**

**ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN**

**SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST THE Red Alert, BRICKWALL ENTERPRISE LLC, OR ANY OTHER COVERED PARTY.**

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Participant’s Birthday:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Home Phone Number: (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_\_\_\_\_   
  
Parent Name or Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
Emergency Phone Numbers: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_\_

Please Note Any Information that Red Alert should be aware of (use back if necessary):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If the Participant is below age 18:)

IN ADDITION TO ALL OF THE ABOVE, THE UNDERSIGNED PARENT OR GUARDIAN ALSO AGREES THAT HIS OR HER DUTY TO INDEMNIFY AND HOLD HARMLESS ALL COVERED PARTIES SHALL APPLY TO THE FULL EXTENT DESCRIBED ABOVE AND ALSO INDEPENDENTLY OF THE MINOR’S AGREEMENT HEREIN.

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, signs it voluntarily and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms. Acknowledged before the undersigned this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Parent’s/Guardian’s Signature |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Parent’s/Guardian’s Name (Please print) |