



6010 Wall Street Sterling Heights, MI 48312 Tel: 586-979-5662 Fax: 586-979-5661

Participant's Name: _____ Date of Birth: _____

Email Address: _____ School: _____

**OAKLAND VERT, STERLING HEIGHTS, MICHIGAN
ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**

THIS IS A LEGAL DOCUMENT. BY SIGNING IT, YOU ARE LIMITING YOUR ABILITY TO RECOVER FROM OAKLAND VERT ANY DAMAGES YOU SUSTAIN WHILE AT THE SKATEPARK. IF YOU HAVE ANY QUESTIONS ABOUT THE LEGAL CONSEQUENCES OF THIS DOCUMENT, PLEASE OBTAIN ADVICE FROM YOUR LAWYER PRIOR TO SIGNING. THIS DOCUMENT MUST BE SIGNED BEFORE YOU PARTICIPATE IN ANY ACTIVITY AT THE SKATEPARK.

BY SIGNING THIS DOCUMENT (the "Agreement"), AND IN CONSIDERATION OF YOUR USE OF OAKLAND VERT SKATEPARK (the "Park"), YOU AGREE AND UNDERSTAND:

1. Skateboarding, in-line skating, and roller-skating ("Hazardous Activities") are inherently dangerous and can result in personal injuries, including disability, paralysis, and death, as well as property damage and other loss (collectively, "Injuries"). Injuries can occur from falling, jumping, landing, colliding (with people, objects, and equipment), performing tricks, and from uncontrolled boards. The risk of these injuries occurring can increase when using ramps, curbs, steps, half pipes, inclines, declines, bowls, other structures and devices, and when other people are present, whether those people are users, spectators, Oakland Vert staff, or others.
2. You understand the potential Injuries involved and choose to voluntarily participate in the Hazardous Activities at your own risk. You assume and accept ALL risks of Injuries and Damages associated with your presence at the Park and your participation in the Hazardous Activities.

3. IN CONNECTION WITH YOUR PRESENCE AT THE PARK AND YOUR PARTICIPATION IN THE HAZARDOUS ACTIVITIES:

- A. YOU FOREVER WAIVE ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING INJURIES, THAT YOU MAY HAVE AGAINST OAKLAND VERT; AND**
- B. YOU FOREVER RELEASE OAKLAND VERT FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, THAT YOU MAY SUFFER; AND**
- C. YOU FOREVER HOLD HARMLESS AND INDEMNIFY OAKLAND VERT FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, TO ANY THIRD PARTIES; AND**
- D. YOU AGREE NOT TO SUE OAKLAND VERT FOR ANY CLAIMS YOU MAY HAVE.**

4. "Oakland Vert" means Oakland Vert, LLC., it's owners, managers, employees, landlords, stockholders, associates, contractors, volunteers, sponsors, vendors, representatives, staff, affiliates, related business entities, or any other person or company in any way associated with Oakland Vert, LLC. and the Park.
5. This Assumption of the Risk and Release of Liability Agreement is on behalf of the user of the Park, and his or her parents, spouse, personal representatives, assigns, heirs, next of kin, family, relatives, executors, trustees, conservators, administrators, agents, and guardians.
6. You shall read and comply with the Rules of Safety/Conduct prior to engaging in any activity at the Park, and shall obey all instructions from Oakland Vert staff. ANYONE WHO VIOLATES THESE RULES IS SUBJECT TO EXPULSION FROM THE PARK AND REVOCATION OF MEMBERSHIP WITH NO REFUND OF ANY FEES. You have no physical, medical, or mental condition that would prevent you from complying with the Rules of Safety/Conduct or that would limit or affect your participation in the Hazardous Activities or jeopardize your health in any way.
7. You agree to give up your right to a trial by a court or a jury. Any dispute or claim between you and Oakland Vert, including those arising out of or related to this Agreement, or any other damages, shall be settled by bringing arbitration in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The place of arbitration shall be the county or jurisdiction where the park is located.
8. THIS AGREEMENT IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, EVEN IF ARISING NEGLIGENCE TO THE GREATEST EXTENT ALLOWED BY MICHIGAN LAW. If any provision of this Agreement is found invalid, it shall be revised in a manner consistent with the intent of that provision and shall not invalidate the remaining provisions of this agreement.
9. This agreement may not be orally modified, not any provision waived. You have knowingly and freely made this Agreement, without any kind of inducement or assurance.



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O.V. PARK RULES

1. ALL SKATERS MUST HAVE SIGNED WAIVER ON FILE
2. SAFETY GEAR MUST BE WORN AT ALL TIMES AND WORN PROPERLY
3. NO SPECTATORS ALLOWED IN SKATE AREAS
4. ABSOLUTELY NO WAXING
5. NO FOOD OR BEVERAGE ALLOWED OUTSIDE CONCESSION AREA
6. NO DESTROYING OR DEFACING PROPERTY
7. BULLYING OR FOUL LANGUAGE WILL NOT BE TOLERATED
8. USE OF DRUGS, ALCOHOL OR TOBACCO PRODUCTS STRICTLY PROHIBITED
9. NO WEAPONS OR GLASS

PLEASE SIGN HERE IF YOU ARE EIGHTEEN (18) YEARS OR OLDER

I have read, understand, and agree to all terms on both pages of this Agreement:

Signature: _____ Today's Date: _____
(Must be Witnessed by an Oakland Vert Staff Member)

Name (print): _____

Address: _____ City: _____ State: _____ Zip _____

Driver License #: _____ Phone/Cell: _____

Emergency Contact Name: _____ Phone/Cell: _____

Oakland Vert Witness Signature: _____

IF YOU ARE NOT 18 YEARS OLD, YOU MUST HAVE A PARENT OR GUARDIAN SIGN THIS DOCUMENT

PARENTS AND GUARDIANS: BY SIGNING THIS AGREEMENT, YOU AGREE TO ALL ITS TERMS ON BEHALF OF YOURSELF, THOSE PERSONS IDENTIFIED IN PARAGRAPH 5, AND YOUR CHILD/WARD. YOU AGREE TO ADVISE THE CHILD/WARD OF HIS OR HER DUTY OF CONDUCT UNDER THIS AGREEMENT.

PARENT Signature: _____ Today's Date: _____

Parent Name (print): _____
(Must be parent or legal guardian)

Address: _____ City: _____ State: _____ Zip _____

Email Address: _____

Driver License #: _____ Phone: _____

Emergency Contact Name: _____ Phone/Cell: _____

Oakland Vert Witness Signature: _____

NOTARY ACKNOWLEDGEMENT

Required if parent or guardian not present

State of _____

County of _____

On _____, before me, _____

personally appeared _____, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____

SIGNATURE OF NOTARY