

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INFORMED CONSENT

By signing this document, you WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, and you understand and accept the risks associated with 100% Skate Club. Please read carefully! Ask questions if you do not understand what you are signing!

In consideration of permission, granted now or in the future, by 100% Skate Club, hereinafter referred to as “Club” or “the Club”, or the Club’s organizers (in this Agreement I understand “Organizers” to mean the Club’s directors, employees, coaches, volunteers, trip leaders, representatives and other members), to participate in:

THE CLUB (activities may include social gatherings, fundraising events, transportation to and from events, non-competitive games, goal setting, mentorship, guidance, coaching on one of the City of Calgary’s Skateboard Parks or City of Calgary’s Community Mobile Skateboard Parks in accordance with meet-up times and locations as set by the Club’s Organizers. Skateboarding activities may include use of wood or concrete ramps, rails, and bowls and any other obstacles or features publicly available at the above-mentioned skateboard parks.)

The Club activities will take place regularly on every Wednesday, weather permitting from May 1th, 2020 until May 1st, 2021 and at such other times as decided by the Club’s organizers.

ALL SPORT, INCLUDING SKATEBOARDING, HAS ITS RISKS

I participate in the sport of Skateboarding because it is physically and mentally challenging. I know that there are physical risks and hazards inherent to skateboarding, as there are in most sports. I know there are physical risks and hazards associated with my participation in skateboarding activities as a member of the Club, including the POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Injuries from failing to skateboard safely or within one’s abilities;
- Injuries from failing to wear a helmet, padding or other safety gear;
- Injuries from changes in the weather and variation to the ground surface;
- Injuries from colliding with or being struck by the pavement, vehicles, spectators, other participants or park users, including those who may not be using the park safely; and
- Additional risks associated with my travel to and from the Club, and associated with non-competitive activities related to the Club;
- Additional risks associated with contracting any and all communicable diseases.

I nevertheless freely and voluntarily assume the abovementioned risks and hazards and my participation in the Club shall be entirely at my own risk.

I am aware that skateboard park rules and recommendations are designed to enhance the safety of myself and other park users and are to be followed at all times. I will abide by the rules imposed by the City of Calgary for use of City’s public skateboard parks.

RELEASE OF LIABILITY

In consideration of the Club allowing me to participate, I agree:

- To assume all risks arising out of, associated with or related to my participation in the Club, even though such risks may have been caused by the negligence of the Club or its Organizers.
- To be solely responsible for any injury, loss or damage which I might sustain while participating in the Club’s activities, even though such injury, loss or damage may have been caused by the negligence of the Club.
- To release the Club and the Organizers from liability for any and all claims, demands, actions and costs which may have been caused by my negligence of the Club.

I ACKNOWLEDGE MAKING THIS AGREEMENT

This is a legal agreement. It is binding upon myself as well as upon my heirs, executors and representatives. I have read and understood all the terms and by signing it voluntarily I am agreeing to abide by these terms. I appreciate and accept the physical risks associated with my participation in skateboarding activities and, in particular, my participation in skateboarding activities as a member of the Club.

SIGNED this _____ day of _____, 2020, at Calgary, Alberta.

Signature of Participant (must be 18 or over)

Participant Print Name

Signature of Witness

Witness Print Name