



The City of Spartanburg Parks & Recreation & Special Events

Skate Park Waiver & Release of Liability Form

*\*Read Before Signing\**

In consideration of the services of the City of Spartanburg and the Department of Parks & Recreation & Special Events, South Phifer Properties, LLC, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf, any of their sponsors or advertisers (hereinafter referred to as the **RELEASED PARTIES**) I now agree to release & discharge the **RELEASED PARTIES**, on behalf of myself, my children, my parents, my heirs, assigns, Personal representatives and estate as follow:

1: I acknowledge that skateboarding and inline skating entail known & unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks I agree to wear a protective helmet, knee pads and elbow pads at all times that I am in the Hot Spot Skate Park.

THE RISKS INCLUDE BUT ARE NOT LIMITED TO: (a) Nature of the activity; (b) Use of property by myself, others or equipment supplied by the **RELEASED PARTIES**, or other persons or entity; (c) Acts of other participants in this activity, employees or agents of the **RELEASED PARTIES**; (d) My own physical condition, or own acts or omissions; (e) Conditions of the **RELEASED PARTIES** facility & surrounding grounds or terrain and accidents connected with their use; and (f) First Aid emergency treatment or other services.

2: I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect to participate in spite of the risks.

3: I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the **RELEASED PARTIES**, from any claims, demands or causes of action which are in any way connected with my participation in this activity or my use of the **RELEASED PARTIES'** equipment or facilities, including any such claims which allege negligent acts or omissions of the **RELEASED PARTIES**, except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of the **RELEASED PARTIES**.

4: I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5: I also waive and release the use of my photograph or likeness for any reason or purpose.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.** I also waive and release the use of my photograph or likeness for any reason or purpose. **I WANT TO PARTICIPATE IN THIS HAZARDOUS SPORT.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Parent if Participant is under 18: \_\_\_\_\_

(Must be witnessed with picture identification by Parks Department Staff):

Staff's Printed Name and Signature: \_\_\_\_\_

Emergency Phone: (\_\_\_\_) \_\_\_\_\_ Name of Emergency Contact: \_\_\_\_\_

**WARNING**

§52-21-60, Code of Laws of South Carolina 1976 provides: *Under South Carolina law, an operator is not liable for an injury to or the death of a skater or spectator resulting from an inherent risk of skating, pursuant to Chapter 21 of Title 52, Code of Laws of South Carolina 1976.*

*“Inherent risk of skating” means those dangers or risks which are an integral part of ice or roller skating including, but not limited to, injuries which result from incidental contact with other skaters or spectators, injuries which result from falls caused by loss of balance, and injuries which involve objects or artificial structures properly within the intended path of travel of the skater.*

**Medical Release**

**Medical Release:** I/we authorize the personnel of the City of Spartanburg’s Park personnel to consent to any X-Ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care to be rendered to the minor under the general or specific supervision and on the advice of any physician or dentist licensed in the state where such diagnosis, treatment and care are provided, whether diagnosis or treatment is rendered at the office of a physician or at a clinic or hospital.

Participant is allergic to the following medications: \_\_\_\_\_

**SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY A STAFF OF THE HOT SPOT SKATE PARK.**

Participant’s Signature: \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_ Form of ID: \_\_\_\_\_

Address: \_\_\_\_\_ Apt #: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail \_\_\_\_\_

DOCTOR to be notified in case of emergency: \_\_\_\_\_

**PARENT/ LEGAL GUARDIAN’S SIGNATURE:** \_\_\_\_\_

Parent/ Legal Guardian’s Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_ Drivers license/ ID # \_\_\_\_\_

**Hot Spot Skate Park WITNESS SIGNATURE** \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_