

## **YOUR DAILY GRIND SKATEPARK or YDG, LLC**

Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

YDG, LLC GRAHAM, NC ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT THIS IS A LEGAL DOCUMENT. BY SIGNING IT, YOU ARE LIMITING YOUR ABILITY TO RECOVER FROM YOUR DAILY GRIND SKATEPARK ANY DAMAGES OR INJURIES YOU SUSTAIN WHILE AT THE SKATEPARK. IF YOU HAVE ANY QUESTIONS ABOUT THE LEGAL CONSEQUENCES OF THIS DOCUMENT, PLEASE CONSULT 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 YOUR DAILY GRIND SKATEPARK or YDG, LLC (the "PARK" or "YDG"), YOU AGREE AND UNDERSTAND:

1. Skateboarding and in-line 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, YDG 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 risk 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 PARK WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; AND
- B. YOU FOREVER RELEASE PARK FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, THAT YOU MAY SUFFER; AND
- C. YOU FOREVER HOLD HARMLESS AND INDEMNIFY PARK FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, TO ANY THIRD PARTIES; AND
- D. YOU AGREE NOT TO SUE PARK FOR ANY CLAIMS YOU MAY HAVE.

4. "Park" means Your Daily Grind Skatepark, LLC, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, sponsors, vendors, exhibitors, representatives, staff, affiliates, related business entities, or any other person or company in any way associated with 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 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 PARK STAFF. YOU UNDERSTAND AND AGREE THAT ALL SUCH RULES AND INSTRUCTIONS THAT WOULD PREVENT YOU FROM COMPLYING WITH THE RULES OF SAFETY /CONDUCT OR THAT WOULD LIMIT OR AFFECT YOUR PARTICIPATION IN THE HAZARDOUS ACTIVITES 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 Your Daily Grind Skatepark including those arising out of or related to this Agreement, the interpretation of this Agreement, or any damages, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. The arbitrators 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, INCLUDING NEGLIGENCE, TO THE GREATEST EXTENT ALLOWED BY NORTH CAROLINA 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, nor any provision waived except in writing signed by an officer of Your Daily Grind Skatepark. You have knowingly and freely made this Agreement, without any kind of inducement or assurance.

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

I have read, understand, and agree to all terms of this Agreement.

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

(Print) Name: \_\_\_\_\_ DL# \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

**IF YOU ARE NOT 18 YEARS OLD, YOU MUST HAVE A PARENT OR GUARDIAN SIGN THIS DOCUMENT IN THE PRESENCE OF A YOUR DAILY GRIND SKATEPARK STAFF MEMBER. IF PARENT OR GUARDIAN CANNOT BE PRESENT, THIS WAIVER MUST BE NOTARIZED. NO EXCEPTIONS.**

**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.**

I have read, understand, and agree to all terms of this Agreement.

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

(Print) Your Name: \_\_\_\_\_ DL# \_\_\_\_\_

Relationship to child

Name of child: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Park Employee Witness:

NOTARY ACKNOWLEDGMENT

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(ies), 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

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