

SwingZone SKATE PARK

SAFETY AND CONDUCT RULES

SKATE AT YOUR OWN RISK

1. All skaters must have a signed liability waiver on file with Swing Zone Skate Park. Participants under the age of 18 must have a parent or legal guardian sign the waiver in the presence of a Swing Zone Manager or a notary public. You must be at least six (6) years of age to skate at Swing Zone Skate Park.
2. You must skate safely and remain in control at all times. All participants are responsible for avoiding collision with others.
3. Proper protective gear must be worn at all times in the skating area. At a minimum, skaters must wear a helmet, knee pads and elbow pads (under 18 only) designed for skating safety. It is highly recommended that wrist guards and gloves also be worn.
4. No food, drink or chewing gum may be brought into the skating area. The use of tobacco products of any type are prohibited at all locations within Swing Zone Skate Park. No drugs, whether over-the-counter or prescription, are allowed at any time, and may result in immediate expulsion from Swing Zone Skate Park.
5. Gear and clothing not in use must be stored outside of the skate area. Non-skate related gear is not allowed in the skating area. Shirts and shoes must be worn at all times.
6. Other than for special events sanctioned by Swing Zone Skate Park, contests or other competitions are prohibited.
7. Fighting, profanity or any other disruptive behavior is strictly prohibited. Staff members have the discretion to identify unwarranted conduct as necessary to ensure that participants, attendees, and staff have an enjoyable park experience.
8. Swing Zone Skate Park reserves the right to cancel any membership at any time or eject anyone for any reason. No refunds allowed.
9. Skaters are responsible for arranging for their own pick-up and/or transportation from Swing Zone Skate Park property upon closure of the park, whether for inclement weather, normal park hours, or early closure for any reason.
10. Have fun, be courteous, obey all Swing Zone Skate Park Staff Members, and skate safely.

SwingZone SKATE PARK

LIABILITY WAIVER AND RELEASE

Waiver #: _____

(For Office Use ONLY)

THIS AGREEMENT RELATES TO SWING ZONE, INC., dba SWING ZONE SKATE PARK, located at 4605 East US 70 Highway, New Bern, North Carolina 28560.

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, AND AN INDEMNITY FOR ALL THIRD PARTY CLAIMS.

We know that skateboarding, in-line skating, and other forms of skating are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or an other structure and device. We know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and are using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as "Hazardous Activities".)

By executing this agreement, it is our intention to relieve Swing Zone Skate Park of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence at Swing Zone Skate Park ("the Park"). By this agreement I also intend to release, discharge and absolve Swing Zone Skate Park from any and all liability for any active or passive negligence whatsoever by the Park and waive and relinquish any claim or cause of action against the Park for any loss, claim, damage, personal injury, disability, death, medical, and any other type of expense or property damage or loss caused by any negligence, or any other act or failure to act of Swing Zone Skate Park, and promise not to sue or exercise any legal right to seek damages from Swing Zone Skate Park. This agreement will remain in full force and effect until revoked in writing by all of the persons signing it, after which the participant will no longer have the rights to use the facilities of Swing Zone Skate Park.

In consideration of utilizing Swing Zone Skate Park, we agree as follows:

1. As to my participation in any activity including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the Park, we hereby agree:
 - a. To waive any and all claims for Damages that I may have against Swing Zone Skate Park, Swing Zone, Inc., its managers, employees, officers, directors, shareholders, investors, associates, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person or company in any way associated with it;
 - b. To release Swing Zone Skate Park from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities while at the Park; and
 - c. To hold harmless and indemnify Swing Zone Skate Park and all associated with Swing Zone Skate Park from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the Park.

2. We understand that the Staff of Swing Zone Skate Park are expected to enforce high standards of participant conduct and behavior to assure that other participants, attendees, and Staff may enjoy the skate park without interference or distraction from unruly, noisy, or otherwise inconsiderate participants. Staff Members have the discretion to identify unspecified misconduct as warranted. The undersigned hereby agree to abide by the verbal (or otherwise specified) standards of conduct as defined by Swing Zone Skate Park Staff Members. Violations of these standards may result in disciplinary consequences, up to and including permanent expulsion from the premises, with no refund of any dues, memberships, and/or event fees.

3. The undersigned understand and agree that they are financially responsible for the participant's destructive acts against Swing Zone Skate Park property and/or persons.

This information supersedes all previous information 06.09.07

Swing Zone Family Fun Park ~ 4605 East US 70 Highway ~ New Bern NC 28560 ~ (252) 634-GAME

Initial

Initial

SwingZone SKATE PARK

LIABILITY WAIVER AND RELEASE

Waiver #: _____

(For Office Use ONLY)

4. We understand and agree that Swing Zone Skate Park is not liable or responsible for the well-being, safety, parent contact, or transportation of any participant(s) once the park closes, whether closure is the result of inclement weather, normal business hours, or for any other reason.
5. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the events of my injury, disability or death.
6. We have read, understand and agree to be bound by the Rules of Safety/Conduct governing my behavior while using the Park. We understand that these rules are strictly enforced.

Any dispute, controversy or claim arising out of this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be New Bern, North Carolina. The award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the state of North Carolina. The rules of evidence applicable to proceedings at law in the state of North Carolina shall be applicable to the arbitration proceeding.

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED AGREES TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND GIVES UP THE RIGHT TO A JURY OR COURT TRIAL.

The undersigned understands that any person who participates/assists in roller skating or skateboarding in a park or rink is responsible for all damages, injury, or death to self or other persons which result from these activities and that the participant is legally responsible for all damages, injury, or death to self or others which results from these activities. Full statement of the Law is public.

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 North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities at the Park to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for the Park to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if any injury occurs while at the Park. I further authorize attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

The undersigned also authorizes Swing Zone Skate Park the right to use all photographs and/or video(s) taken of the participant while participating in activities at the Park for advertising or promotional purposes.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by the Park or anyone else with regard to the subject matter of this Agreement.

Participant's Name (print) (First): _____ (Middle): _____ (Last): _____

Date of Birth: _____ Age: _____ Email: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone # (Home): _____ Phone # (Cell): _____

Emergency Phone #: _____ Emergency Contact Name: _____

This information supersedes all previous information 06.09.07

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Initial

Initial

FOR PARTICIPANTS UNDER 18 YEARS OLD

My parent or legal guardian and I hereby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement and/or Swing Zone Skate Park. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against Swing Zone Skate Park.

Participant's Signature: _____ Date: _____

Parent (Legal Guardian) Signature: _____ Date: _____

Parent (Legal Guardian) Name (print): _____

Parent (Legal Guardian) License Number (print): _____ State: _____

Address: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Parent's Phone # (Home): _____ (Cell): _____ (Work): _____

FOR PARTICIPANTS 18 YEARS AND OLDER

WAIVER OF SAFETY GEAR / HELMETS NOT OPTIONAL!

I have read this release of liability and assumption of risk agreement. I fully understand its terms and I also understand that I have given up substantial rights by signing it. I sign it freely and voluntarily.

Participant's Signature: _____ Date: _____

Picture ID Verification: Drivers License #: _____ State: _____

Other: _____

NOTARY SIGNATURE (REQUIRED FOR ALL WAIVERS NOT SIGNED IN THE PRESENCE OF A SWING ZONE MANAGER)

Sworn to and subscribed before me, (Seal) this _____ Day of _____ 20 _____.

STATE OF: _____ COUNTY OF: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES ON: _____