

City of New Haven Edgewood Skate Park

Waiver and Release

In consideration of receiving permission from the City of New Haven, Connecticut (hereinafter called City) to enter upon the premises known as the Edgewood Skate Park, the receipt of such permission being hereby acknowledged, and in the further consideration of receiving permission to participate and utilize said skate park facility, the receipt of such permission being also acknowledged, the undersigned participant and his/her parents/guardians, if he or she is under the age of 18 years, hereby releases the City, its agents, officers, servants, volunteers and employees, of and from any and all liability, claims, demands, actions, and courses of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant, or any property of participant or participant's parents/guardians, while in, on, upon or near these premises.

Both participant and participant's parents/guardians are fully aware of the risks and hazards inherent upon entering said premises and/or participating in skateboarding/skating activities at the subject premises, and hereby voluntarily elect to enter, or have their children enter, upon said premises and participate in skateboard/skating activities thereon, knowing the present condition of the facilities and knowing that said condition may become hazardous, more hazardous, dangerous, more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant, and/or his/her parents/guardians, if participant is below the age of 18 years, hereby voluntarily assume all risks of loss, damage, or injury, including death, which may be sustained by the participant or participant's parents/guardians or any property of either, while in, on, near or upon the premises and/or skate park facilities.

This waiver and release shall be binding upon the participant, his/her parents/guardians, their distributees, heirs, next of kin, and personal representatives.

In signing the foregoing Assumption of Risk, Release and Waiver, each of the undersigned hereby acknowledges and represents:

1. That the age affixed next to the participant's signature is his or her correct age.
2. That he/she or they have read the foregoing Assumption of Risk, Release and Waiver, and sign below voluntarily
3. That he/she or they know that by signing the Release, Assumption and Waiver, he/she, or they are giving up all rights resulting from participant's use of the premises or facilities which he/she and /or they have, have had, or may in the future have. **THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, and that the undersigned are hereby GIVING UP EVERY RIGHT THEY, SHE, OR HE HAS TO RECOVER FOR ANY INJURY, DAMAGE OR DEATH occurring as a result of use of the skate park facility**
4. That the participant and parents/guardians, (if their signatures are affixed below), in consideration of the City granting the permission heretofore described, expressly stipulate and agree to indemnify and hold forever harmless the City, its successors and assignees, against loss from any and all claims, demands, or actions in law or equity that may hereafter at any time be made or brought by the participant (be he or she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's action on the premises or facilities.

Participant's signature _____ Age _____

Address _____

Parent's/Guardians Signature _____

Address _____

Proof of Age Exhibited _____ DOB _____