

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF MILTON USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THIS ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF MILTON IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF MILTON HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE UNDERSIGNED, (____) for himself/herself (the "Participant") (____) as parent and/or legal guardian of

_____/_____/_____
(Name) (Date of Birth)

(Address) (Phone)

(the "Participant"), in consideration of the City of Milton (the "City") furnishing the City of Milton Skateboard Park, including all facilities, equipment, and apparatus located therein, (collectively the "Park") and in consideration of the City allowing the Participant to utilize and participate in activities in the Park, does hereby agree to the following terms, conditions, obligations, and limitations:

Permission to Use Skateboard Park. I hereby grant permission for the Participant to use the Park and to participate in all activities, recreation, sports, and other endeavors that may occur in the Park including but not limited to skateboarding and in-line skating (collectively the "Intended Uses").

Acknowledgment and Assumption of Risk. I have inspected the Park and acknowledge that (1) there are no dangerous conditions within or about the Park which the Participant does not and cannot reasonable be expected to have notice; (2) the Park is in good and anticipated condition for the Intended Uses; (3) the design and purpose of the Park are appropriate for the Intended Uses and the Park is not lacking any safety equipment, apparatus or devices that should be located within or near the Park; and (4) the lighting and layout of the Park are sufficient for the Participant to safely utilize the Park.

I further acknowledge that participation in and/or observation of the Intended Uses within the Park (1) is dangerous and (2) that the Participant may suffer serious personal injury or death by such participation and/or observation. Understanding these risks I nevertheless freely and voluntarily consent to the Participant participating in and/or observing use of the Park and the Intended Uses. My consent is given with the understanding that the Park will be unsupervised in all respects and that no training or guidance with respect to the Intended Uses will be provided to the Participant. I do hereby assume, for myself and on behalf of the Participant, the known and unknown inherent risks to Participant for participating in and/or observing the Intended Uses, irrespective of the Participant's age, and I agree to be legally responsible for all damages, injury, or death to the Participant or other persons or property which results from such activities.

I further acknowledge that neither the City nor any other governmental entity which sponsors, allows, or permits the Intended Uses in or about the Park shall be required to eliminate, alter, or control the inherent risks in those activities.

I further acknowledge that the Participant (1) is physically able to participate in the Intended Uses; (2) does not have any medical, physical, or emotional conditions, limitations, handicaps, or disabilities as to which it would be inappropriate or create any undue danger for Participant to participate in and/or observe the Intended Uses; and (3) is sufficiently skilled, trained, and experienced in the Intended Uses such that Participant's participation in the Intended Uses within or about the Park will not pose an undue danger or risk to Participant or others who may utilize the Park.

Release and Indemnification. On behalf of both myself and the Participant, to the maximum extent allowed by law, I do hereby agree to completely release and forever discharge the City, and any and all of its employees, officers, officials, agents, and representatives, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs; losses, liabilities, expenses, and compensation of every conceivable kind, character and nature whatsoever, whether based on tort, contract, or other theory of recovery, which I and/or Participant may now have or hereafter acquire directly or indirectly arising out of, resulting from or in any manner whatsoever related to or connected with the ownership, maintenance, use and/or operation of the Park including but not limited to (1) Participant's participation in and/or observation of activities in or about the Park; and (2) conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, installation, or construction of the Park or any part thereof.

On behalf of both myself and the Participant, to the maximum extent allowed by law, I do hereby agree to hold harmless, indemnify, and defend the City, and any and all of its employees, officers, officials, agents, and representatives, from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, liabilities, expenses, and compensation of every conceivable kind, character and nature whatsoever, whether based upon tort, contract, or other theory of recovery, directly or indirectly arising out of, resulting from or in any manner whatsoever related to or connected with Participant's use of the Park and/or indemnification, I also agree to pay on behalf of the City (including any and all of its employees, officers, officials, agents, and representatives), as well as provide a legal defense for the City (including any and all of its employees, officers, officials, agents and representatives), both of which will be done when requested by the City, for all such claims made. Such payments on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. The terms and conditions in this paragraph shall apply notwithstanding any active or passive negligence of the City that causes or contributes to any such claims against the City.

Rules and Regulations. While engaging in the Intended Uses, irrespective of where such activities occurred, the participant is required to do all of the following: (1) acting within the limits of his or her ability and the purpose and design of the equipment used; (2) maintaining control of his or her person and the equipment used; and (3) refraining from acting in a manner which may cause or contribute to death or injury of himself or herself, or other persons. When participating in and/or observing activities within or about the Park, the Participant shall strictly adhere to all rules and regulations relating to the Park and the Intended Uses adopted by the City, receipt of a copy of which is acknowledged by execution hereof, including all amendments to such rules and regulations. At all time while the Participant is within the Park, the Participant must wear a helmet that is properly fitted and is fastened securely upon the Participant's head by a strap, and the helmet must meet the standards of the American National Standards Institute (ANSI Z 90.4 Bicycle Helmet Standards), the standards of the Snell Memorial Foundation (1984 Standard for Protective Headgear for Use in Bicycling), or other nationally recognized standards for skateboarding helmets.

Effectiveness of this Agreement. This Agreement shall become effective as of the date it is effective. The consents and permissions set forth herein for Participant to use the Park shall remain effective until they have been affirmatively cancelled or rescinded by written instrument from the undersigned. All other terms, conditions, agreements, and obligations set forth herein, specifically including but not limited to the release of claims, indemnification, and assumption of risks, shall be deemed to survive any such written cancellation or rescission and such terms shall thereafter remain in effect.

Parent or Legal Guardian Affirmation. If the Participant is under the age of 18 years, the undersigned does hereby affirm that he/she is a parent or legal guardian of the Participant and that the undersigned has the legal authority to execute this Agreement on behalf of the Participant. Once the Participant reaches the age of 18, a new permission and release agreement must be completed and signed by the Participant.

IN WITNESS WHEREOF, I have executed this Agreement for myself and for the Participant on the _____ day of _____, 20_____.

PARTICIPANT

PARENT/LEGAL GUARDIAN
(if participant is younger than 18 years of age)

WITNESS - City of Milton Representative

OR STATE OF FLORIDA COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, who is either personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA (Affix Notarial Stamp)