

vault park

Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the **vault park** and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant age 18 or older, the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The participant, age 18 or older, prior to participating in the below BMX riding and skateboarding activity or event, should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below BMX riding and skateboarding activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:
 - (a) There are risks and dangers associated with participation in BMX riding and skateboarding events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the **vault park** facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the BMX riding and skateboarding event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the vault park facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee" FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. The participant, age 18 or older, certifies that he is age 18 or older and executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the participant will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, RULES AND REGULATIONS, HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Releasees: **vault park**, Greasy Comb, LLC, Greasy Comb Distribution, Stolen BMX, and Dickenson Commercial

If participant is **age 18 or older** please complete the following:

Printed Name of Participant _____

Participant Age 18 or Older Signature _____

Date _____

Address of Participant _____

Birth Date of Participant _____

Participant's Driver's License Number _____

State and Date of Issue, and Date of Expiration _____

Email _____

Emergency contact name _____ Relationship to Participant _____

Emergency phone# _____

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811 E Lambert Road La Habra, CA 90631

562-690-5133

www.vaultpark.org

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If participant is a minor (**under 18 years of age**), please complete the following:

Printed Name of Participant (minor) _____

Address of Participant _____

Birth Date of Participant _____

Email _____

Printed Name of Parent or Guardian _____

Parent or Guardian Signature (if minor) _____
Date _____

Address _____ City _____ State _____

Zip _____

Parent or Guardian Driver's License Number _____

State and Date of Issue, and Date of Expiration _____

Emergency contact name _____ Relationship to Participant _____

Emergency phone# _____

Received by _____
Registrar Signature Printed Name Member # Region on File Date

If parent(s)/guardian(s) is unable to accompany the minor at the vault park and sign a waiver in the presence of a vault park employee, then the waiver MUST have a notarized signature from the parent(s)/guardian(s).

County of _____

State of _____

Sworn before me _____, a notary public, personally appeared

_____. On this ____ day

of _____ 20__.

Notary _____

My commission expires _____

RULES and REGULATIONS

1. No one under 18 will be allowed to enter or remain in the riding area of **vault park** unless they are wearing full protective gear, including, but not limited to, a helmet, elbow, and knee pads. Participants age 18 or older are not subject to wearing elbow and knee pads, but are required to wear a helmet at all times.
2. All participants and visitors entering the riding area of **vault park** must have a signed liability waiver and photo ID on file with **vault park**.
3. Participants under the age of 18 must have their parent(s) or legal guardian(s) sign the waiver in the presence of a VAULT, LLC, GREASY COMB, LLC employee, or a notary public. THERE ARE NO EXCEPTIONS TO THIS RULE.
4. All participants must skate/ride safely at all times and avoid collisions with other participants. There will be no skating/riding outside the park or on the adjacent properties. Fighting or other aggressive or disruptive behavior will result in ejection from **vault park**.
5. No food or drink may be brought into the riding area. Participants may only consume food and drink in the designated areas. Non skate/rider equipment or gear, and any other items, must be stored in locations outside the ramp area. **vault park** is not liable for lost or stolen items.
6. Smoking or consumption of alcohol/drugs is prohibited in this facility and on the surrounding properties. Violation of this rule will result in permanent ejection.
7. No one under the age of six (6) years shall be allowed into the riding area of **vault park**.
8. No contests of any sort are allowed in **vault park** unless organized and run by **vault park** itself.
9. **vault park** reserves the right to terminate any membership and to eject anyone at any time for any reason.
10. No shirt, no shoes, no dice!

Identification

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