



201 East First Street, Duluth, Minnesota 55802 218.722.9820 www.encounterduluth.com

HEAD OF THE LAKES YOUTH FOR CHRIST & THE ENCOUNTER INFORMATION SHEET AND WAIVER FORM

(PLEASE PRINT CLEARLY)

Full Name: _____ Date of Birth: _____

Street: _____ City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ Mobile Phone: (_____) _____ Texting? Yes No

Email Address: _____ Sex: Male Female

The following information helps us in our ongoing assessment & future growth of our programming:

Ethnicity: [] African American [] Asian/Pacific Islander [] Caucasian (White) [] Hispanic [] Native American [] Other: _____

SKATE PARK RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned acknowledges that skateboarding, inline skating, roller skating, BMX and other bicycle riding are inherently dangerous activities, but still desires to participate in these activities at his or her own risk. If a parent or guardian of a minor, the undersigned agrees to allow the minor named below to participate in these activities at his or her own risk. The undersigned is further aware that the usual risks, hazards and dangers (hereinafter "risks") of personal injury, death, disability, property damage and other loss, necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. These risks include but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, and performing tricks, low ceiling areas, structural obstacles, iron rails, sharp corners, colliding with others, such as staff, media personnel and spectators. These risks are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time using the same facilities. These risks may vary from time to time and day to day based on the course design, setup, equipment, type of event, and other factors.

For valuable consideration, including permission to utilize the skate park premises in any way, including but not limited to being permitted to compete, officiate, observe, or participate in any other way, the undersigned:

- 1) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE ENCOUNTER / HEAD OF THE LAKES YOUTH FOR CHRIST (HOL-YFC), ITS OWNERS, AGENTS, SUBSIDIARIES, EMPLOYEES, VOLUNTEERS, ANY OTHER PERSON OR ENTITY IN ANY WAY ASSOCIATED WITH THE ENCOUNTER / HOL-YFC, AND THE OWNERS AND LESSEES OF THE ENCOUNTER PREMISES, (ALL HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES"), FROM LIABILITY, TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASEES OR OTHERWISE;
- 2) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF RELEASEES OR OTHERWISE;
- 3) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO USE OF THE SKATE PARK, ITS PREMISES, OR EQUIPMENT, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

(OVER)

The undersigned further agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the state of Minnesota, however, this waiver does not apply to liability for intentional, willful or wanton acts of the releasees, and that if any portion thereof is held invalid, agree that the balance shall, notwithstanding, continue in full force and effect. The undersigned understands that participants are required to wear an adequate helmet while participating and use of additional protective gear including footwear, elbow and knee pads are recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while using the facility, including causing any other riders an unreasonable risk of harm.

RELEASE AND AUTHORIZATION TO USE PHOTOGRAPHS & VIDEO

The undersigned consents to being the subject of photographs and/or video footage by the The Encounter/ HOL-YFC. Undersigned hereby authorizes Encounter/ HOL-YFC to use such media for the purposes of publicity and to exhibit them in nationally-distributed promotions and fund-raising advertising. The undersigned releases Encounter/ HOL-YFC, its employees, licensees and assigns, from any and all claims for damages based upon use of the photographs or arising out of this agreement. The undersigned acknowledges that there is no compensation provided for use of any photographs and that Encounter/ HOL-YFC will own all rights to the photographs irrespective of the form or media into which they are produced or used. The undersigned warrants and agrees that they have read and understood the contents hereof and that they have the right and authority to execute this Release.

RELEASE AND AUTHORIZATION TO PARTICIPATE IN TRIPS/EVENTS

I agree to allow Youth For Christ/Encounter staff to seek help for any needed medical emergency. I release and agree not to sue Youth For Christ/Encounter, it's employees, sub-contractors, sponsors, agents and affiliates from all present and future claims that may be made by the Participant or me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of Participant's participation in the Program and caused by the ordinary negligence of the parties listed above, wherever, whenever, or however the same may occur. I understand and agree that those listed above are not responsible for any injury or property damage arising out of the Program, even if caused by their ordinary negligence. I understand that participation in the Program involves certain risks, including, but not limited to, serious injury. I am voluntarily allowing Participant to participate in the Program with knowledge of the danger involved and agree to accept all risks of such participation. I certify that the Participant is in excellent physical health, and may participate in strenuous and hazardous physical activities. Permission is granted for Participant to receive emergency medical treatment, if needed. I also agree to indemnify and hold harmless those listed above for all claims arising out of Participant's participation in Youth For Christ/ Encounter programs and all related activities. I agree to let the parties use participant's name and likeness free of charge in any manner and for any purpose without compensation to me or Participant. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota where the Program is taking place and agree that if any portion of this agreement is invalid, the remainder will continue in full legal force and effect. I am the parent or legal guardian or participant. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies. I represent that I am a parent/ legal guardian of the child named above and I agree that the terms of this release are binding on me and the child.

I HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD. I HAVE COMPLETELY READ AND UNDERSTAND THIS WAIVER AND RELEASE AND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME. PRIOR TO SIGNING THIS WAIVER AND RELEASE, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE WAIVER AND RELEASE, THE ENCOUNTER/ HOL-YFC.

Participant Name: _____ Under age 18? YES NO

Signature _____ Date: _____
(IF OVER 18)

Parent/Guardian Signature _____ Date: _____
(IF UNDER 18)