



ORLANDO SKATE PARK

WAIVER & RELEASE FORM – FOR ADULTS PARTICIPANT RELEASE OF LIABILITY

READ IN ENTIRETY BEFORE SIGNING.

In consideration for being allowed to participate in any way at Orlando Skate Park, its related events, and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to me does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees (as defined in paragraph 4 below) or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with and abide by the stated and customary rules, terms and conditions for participation. If I observe any unusual significant concern in my readiness for participation and/ or in the program itself or in the park condition, I will remove myself from participation and bring such to the attention of the nearest Orlando Skate Park official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless, the City of Orlando, Florida and their officers, elected officials, agents, employees, other participants, sanctioned events, sanctioned organizations, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of Orlando Skate Park (releasees) from any and all claims arising out of my presence at Orlando Skate Park, including, but not limited to, claims for any and all injuries, disability, emotional injury, sickness or disease, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, including attorney's fees and attorney's fees on appeal.

This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Release and Indemnity shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). I certify I am 18 years of age or older.

Under Florida law, the City of Orlando is not liable to any person who voluntarily participates in skateboarding, inline skating, or freestyle or mountain and off-road bicycling for any damage or injury to property or persons which arises out of a person's participation in such activity, and which takes place in an area designated for such activity.

The undersigned understands and agrees that novel coronavirus infections ("COVID-19") have been confirmed in the state of Florida and that COVID-19 is an extremely contagious virus that spreads easily through person to person contact. The City of Orlando is following guidelines issued by the Florida Department of Health, the Centers for Disease Control and Prevention (CDC) and the Florida Department of Children and Families in developing protocols for preventing the transmission of COVID-19 at City facilities. Do to the nature of the program, I acknowledge that physical distancing of six (6) feet per person is not possible.

Despite the City's reasonable efforts to mitigate the risk of exposure to COVID-19, the undersigned acknowledges and understands that there are known and unknown risks in participating in the programs or using these facilities, and by participating in the programs or using these facilities the undersigned, may be exposed to COVID-19, which could result in quarantine, serious illness, permanent disability, and/or death.

Further, by using these facilities, the undersigned warrants that he/she have not experienced symptoms of COVID-19 within the previous fourteen (14) days, including but not limited to, coughing, fever, and shortness of breath. I consent to having my temperature checked daily. The City in no way warrants that the COVID-19 infection will not occur through participation in our programs or using our facilities.

I agree to comply with the Florida Department of Health and the Centers for Disease Control and Prevention (CDC) guidelines applicable to COVID-19 in use of the City of Orlando facilities, services, equipment and premises and participation in the City of Orlando programs and activities.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I attest that I am physically fit and have been trained for this activity. I also waive and release the use of my photograph or likeness for any reason or purpose. I want to participate in this hazardous sport!

MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment and accept financial responsibility for medical treatment, including related transportation, to any licensed physician, surgeon, clinic, hospital or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above.

I am allergic to the following medications: _____

SPORT: Skateboarding Rollerblading BMX Scooter Other

Helmet opt-out (for skateboard, in-line skating, and BMX participants only)

By signing below, I assume all risks as stated above as well as in FL Statute 316.0085, and reserve the right to opt out of wearing a helmet.

Participant Printed Name: _____

Participant Signature: _____ Date: _____

Address: _____ City, State, Zip: _____

Driver's License/ID #: _____ Date of Birth: _____

Phone Number: _____ Alt Phone Number: _____

Orlando Skate Park Staff Signature: _____ Date: _____

NOTARY INFORMATION:
