

THIS IS A RELEASE OF LIABILITY-----READ BEFORE SIGNING

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO PARTICIPATE IN ANY WAY AT THE WINDHAM SKATE PARK.

PARTICIPANT'S NAME _____ DATE OF BIRTH _____
(PLEASE PRINT)

IN CONSIDERATION of being permitted to participate in any way at The Windham Skate Park, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activity at The Windham Skate Park is significant, including the potential for permanent disability, death, and property damage, and while protective gear and personal discipline will minimize the risk, the risk of serious injury does exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation; and,

3. **I have sought out and understand the rules of participation at The Windham Skate Park, I will fully comply with all rules and regulations. I will inspect the related facilities and equipment.** If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and,

4. I, for myself and on behalf of my heirs, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY WINDHAM SKATE PARK, THE TOWN OF WINDHAM, WINDHAM MOUNTAIN PARTNERS LLC, WINDHAM MOUNTAIN, the owners and lessors of premises used to conduct the skate park activities, their officers, officials, agents and/or employees ("RELEASEES"). WITH RESPECT TO ANY INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or misconduct; and,

5. I agree that all disputes and/or lawsuits under this contract and/or arising from my use of this skate park operated by Windham Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

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.

X _____ DATE SIGNED _____
PARTICIPANTS SIGNATURE

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE# _____ EMAIL ADDRESS _____

FOR PARTICIPANTS OF MINORITY AGE-UNDER 18

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree not only to his/her release of The Windham Skate Park and all other Releasees, from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X _____ DATE SIGNED _____
PARENT/GUARDIAN SIGNATURE

EMERGENCY PHONE# _____