

PARTICIPANT AGREEMENT, WAIVER OF SUNSET SKATES LLC LIABILITY, AND ASSUMPTION OF RISK BY YOU THE PARTICIPANT OR THE PARENT OR LEGAL GUARDIAN OF ANY MINOR PARTICIPANT:

I hereby agree to waive any and all liability, indemnify, discharge and hold harmless Sunset Skates LLC., their owners, agents, staff, volunteers, participants on behalf of myself, my children, my parents, my heirs, assigns, personal representative, or estate and acknowledge the following:

Skateboarding, in-line skating, roller skating and related activities herein defined as "Action Sports" are inherently dangerous activities. Participation in action sports including mere presence or observing whether or not actually participating carries a serious risk of injury or even death. Sunset Skates LLC requires all minors to wear helmets and recommends use of helmets, pads and any other safety equipment appropriate for said activities. Failure to use safety equipment may increase your risk of injury. The risks include, but are not limited to: Collisions, my own equipment failure or the failure of others' equipment; my own or others' negligence; objects or conditions that may cause me to experience serious injury and even death. I expressly agree and promise to accept and assume all of the risks of this activity. My participation in this activity is purely voluntary, and I elect to participate with full knowledge of the risks and waiver of Sunset Skates LLC. for those risks.

1. Any person who participates in or assists in skateboarding, inline skating, or roller skating assumes the known and unknown inherent risks in these activities, irrespective of age, risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property which result from these activities. Any person who observes skateboarding, inline skating, roller skating assumes the known and unknown inherent risks in these activities, he risks irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities.

2. While engaged in skateboarding, inline skating, roller skating, irrespective of where such activities occur, a participant is responsible for doing all of the following:

(a) Acting within the limits of his or her ability and the purpose and design of the equipment used.

(b) Maintaining control of his or her person and the equipment used.

3. Refraining from acting in any manner which may cause or contribute to death or injury to himself or others.

4. Failure to comply with the requirements of this paragraph shall constitute negligence by you the participant.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Sunset Skates LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Sunset Skates LLC equipment or facilities, including any such claims which allege negligent acts or omissions of Sunset Skates LLC.

IN THE EVENT LITIGATION ARISES OUT OF OR RELATING TO Sunset Skates LLC ENFORCEMENT OF THIS WAIVER, OR IF ANY LEGAL ACTION IS INITIATED BY YOU ARISING OUT OF OR RELATED TO THIS WAIVER, YOU AGREE THAT Sunset Skates LLC WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN INVESTIGATING, PREPARING FOR, PROSECUTING, DEFENDING AGAINST OR OTHERWISE LITIGATING ANY SUCH ACTION.

I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event that I file a lawsuit against Sunset Skates LLC., I agree to do so solely in the state of Hawaii, Honolulu County, in a court of competent jurisdiction. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document and I acknowledge that if anyone is hurt or property is damaged upon entering Sunset Skates LLC., or during my participation in this activity, I acknowledge my intention is to have waived my right to maintain a lawsuit against Sunset Skates LLC. Further, I may in fact owe to Sunset Skates LLC the reimbursement for Attorney Fees and costs incurred by Sunset Skates LLC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Print Participant's Name _____ Participant's Age ____ Signature
(if under 18 years Parent or Guardian must sign) Date

x _____

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The Undersigned parent and or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Skateboard Lessons, Programs, or Events, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Skaters Name _____ Age _____

Phone _____

Address _____ City _____

Zip _____

Skaters Signature x _____ Date _____

If under 18:

Parent/Legal Guardian Name _____ Parent/Legal

Guardian Signature x _____