



**City of Sunny Isles Beach Skate Park
Release, Waiver, and Indemnity
Agreement for 17 and Under
(Pursuant to Section 316.0085, Florida Statutes)**

I. I, _____, as parent or legal guardian of _____ ("Child") shall indemnify, defend and hold harmless the City of Sunny Isles Beach and Sugars Drop Shop, LLC, including their agents, employees, officers, servants, instructors, and volunteers, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future, including all injuries that may be suffered by me or my child, children, or a child under my legal guardianship (hereinafter "Child") for the use of the City of Sunny Isles Beach Skate Park at Town Center Park located at 17200 Collins Avenue, Sunny Isles Beach, FL 33160 (hereinafter "Skate Park").

2. I acknowledge that Section 316.0085 Florida Statutes protects the City of Sunny Isles Beach from liability claims arising from the use of said Skate Park, except in very limited circumstances.

3. I understand that this waiver includes any claims based on negligence, action or inaction of any of the parties. I further expressly agree that activities in a Skate Park are very dangerous and involve the risk of serious injury and/or death and/or property damage.

4. I understand that if I and or my Child participates in or assists in any permitted skating activities, including but not limited to skateboarding, in-line skating, non-electric scooters and roller skates, (hereinafter "permitted skating activities") that I assume the known and unknown inherit risks in these activities irrespective of age, and I am legally responsible for all damages, injury, or death to myself, my Child or other persons or property which result from these activities.

5. I understand and am aware of the risks and hazards inherent upon entering said Skate Park and/or in participating in any permitted skating activities at the Skate Park, and I hereby voluntarily elect to enter and/or allow my Child to enter upon said Skate Park and participate in the permitted skating activities thereon, knowing the present condition of the Skate Park and knowing that said condition may become hazardous, or dangerous, or more dangerous during the time that the Child or myself are at the Skate Park or continues to, from time to time, use the Skate Park.

6. I hereby voluntarily assume all risks of loss, damage, or injury, including death, which may be sustained by the Child or myself or any property of either, while in, on, near or upon the premises of the Skate Park.

7. I acknowledge that while engaged in any permitted skating activities at the Skate Park, irrespective of where such activities occur, a participant, including my Child, 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; and
- c. Refraining from acting in any manner which may cause or contribute to death or injury of himself or herself, or other persons.
- d. Wearing all safety equipment including but not limited to helmets and safety pads for elbows and knees. I understand that if my Child chooses not to wear elbow or

knee pads they do so at their own risk and the City of Sunny Isles and Sugars Drop Shop, LLC, including their agents, employees, officers, servants, instructors, and volunteers will not be held liable for any injuries sustained as a result of their actions and that any injuries resulting from their refusal to wear elbow or knee pads shall be their own full responsibility. However, I fully understand, acknowledge and agree that my Child shall be required to wear a helmet at all time with no exceptions.

8. I hereby consent to the Child being physically present at and/or participating in any permitted skating activities at the Skate Park, pursuant to the provisions of Section 316.0085 Florida Statutes. This consent shall be a continuing consent unless and until I revoke such consent by a written document hand delivered to the City of Sunny Isles Beach, City Manager at 18070 Collins Avenue, Sunny Isles Beach, FL 33160. No oral revocation or other form of revocation shall be sufficient to withdraw this consent.

9. I acknowledge and agree that a government entity that sponsors or allows permitted skating activities on its property is not required to eliminate, alter or control the inherent risks in these activities.

10. I agree to follow all the rules and regulations of the City of Sunny Isles Beach Skate Park and understand that I may be suspended from use for violations of stated rules.

11. I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree to no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

12. The foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

13. The City of Sunny Isles Beach (the "City") and its authorized employees or agents may be taking photographs of participants at the Skate Park. This documentation may be used in future City sponsored brochures, posters, pamphlets, newspaper, photographs, City advertisements, and/or any other promotional materials. By signing this Release, I agree to give permission for photographs to be used in future promotional materials by the City. I agree that any photographs, pictures, slides, movies, or videos may be taken in connection with my Child's or my own participation at the Skate Park without any compensation from the City or their agents and employees and I do hereby consent to the use of said photographs, pictures, slides, movies, or videos for any legal purpose.

14. This waiver, release and indemnity agreement shall be binding upon me, my heirs and personal representatives.

15. I certify that I am the parent/legal guardian with the legal responsibility for my Child and consent and agree to his/her release as provided herein, of myself, my heirs, assigns, and next of kin and any other parent or legal guardian who has placed custody of the above named Child in my care.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO EACH CONDITION STATED IN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT.

**** Notarization is required if the Parent/Legal Guardian does not sign Section "A" and present photo identification in the presence of Skate Park supervision. However, if the Parent/Legal Guardian completes Section "A" and presents photo identification in the presence of Skate Park supervision, they are not required to complete Section "B".**

SECTION "A"

Child's Name: _____

Parent/Legal Guardian's Name: _____

Parent/Legal Guardian's Signature: _____

Date: _____

Street Address: _____

City: _____

State: _____ **Zip Code:** _____ **Telephone:** _____

Driver's License (or other photo identification) #: _____

Name/Signature of Employee who verified Parent/Legal Guardian's ID: _____

SECTION "B"

***THIS NOTARY SECTION BELOW IS REQUIRED TO BE COMPLETED IF PARENT/LEGAL GUARDIAN DOES NOT SIGN SECTION "A" IN THE PRESENCE OF SKATE PARK SUPERVISION.**

Parent/Legal Guardian's Signature:

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__.

Signature of Notary Public-State of Florida Print name of Notary Public-State of Florida

- Personally known**
- Produced the following type of ID**