



**City of Sunny Isles Beach Skate Park
Release, Waiver, and Indemnity
Agreement for 18 and over
(Pursuant to Section 316.0085, Florida Statutes)**

1. I, _____, 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 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 participate in or assist 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 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 permitted skating activities at the Skate Park, and I hereby voluntarily elect to enter said Skate Park and participate in 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 I am 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 myself or any property while in, on, near or upon the premises of the Skate Park.
7. I acknowledge that while engaged in permitted skating activities, irrespective of where such activities occur, I am responsible for doing all of the following:
 - a. Acting within the limits of my ability and the purpose and design of the equipment used;
 - b. Maintaining control of myself and the equipment used; and
 - c. Refraining from acting in any manner which may cause or contribute to death or injury to myself, 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 I choose not to wear my elbow or knee pads I do so at my 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 my actions and that any injuries resulting from my refusal to wear elbow or knee pads shall be my full responsibility. However, I fully understand, acknowledge and agree that I shall be required to wear a helmet at all time with no exceptions.

8. I hereby consent to being physically present at and/or participating in 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, not withstanding, 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 of me in connection with 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.

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

Date _____ **Skater's Name** _____

Skater's Signature _____

Address _____

City _____ **State** _____ **Zip Code** _____

Phone Number _____ **Email** _____

Driver's license # or other photo identification # _____

Name/Signature of Employee who verified Skater's Identification:
