



Frozen Waves BMX & Skate Park

Frozen Waves Inc.
Ward Hill Industrial Park
24 Rogers Road
Haverhill, MA 01835

FROZEN WAVES INC. Waiver/Release of Liability & Indemnity AND Hold Harmless Agreement
This Legal Document Represents The FROZEN WAVES INC SKATE/BMX PARK WAIVER,
RELEASE OF LIABILITY AND INDEMNITY AND THE HOLD HARMLESS AGREEMENT.

PARTICIPANT'S NAME _____

(UNDER 18 YEARS SIGNED AND INITIALED BY PARTICIPANT AND BY PARENT OR LEGAL
GUARDIAN)

LEGAL GUARDIAN _____

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL
RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY ARISING OUT OF ANY
NEGLIGENCE OR OTHERWISE AND AN INDEMNITY AND HOLD HARMLESS AGREEMENT
AGAINST ALL CLAIMS. THIS AGREEMENT RELEASES ALL PARTIES DESCRIBED HEREIN
EVEN IF FOR LIABILITY FOR THEIR OWN NEGLIGENCE OR OTHER FAULT. READ IT
CAREFULLY. THERE ARE 5 PAGES.

BE SURE TO INITIAL EACH PAGE UNDER 18 - WAIVERS MUST BE SIGNED BY A LEGAL
GUARDIAN IN THE PRESENCE OF A FROZEN WAVES INC SKATEPARK EMPLOYEE
OR WITNESSED AND STAMPED BY A NOTARY PUBLIC

Initials of Participant _____ Initials of Parent/Guardian _____ Page 1 of 5

THERE ARE 5 PAGES, BE SURE TO INITIAL EACH PAGE
UNDER 18 - WAIVERS MUST BE SIGNED BY A LEGAL GUARDIAN IN THE PRESENCE OF A
FROZEN WAVES INC. EMPLOYEE/OWNER OR WITNESSED AND STAMPED BY A NOTARY
PUBLIC THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT
CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT YOUR REVIEW,
COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCES TO THE
"UNDERSIGNED" MEANS YOU.

PARTICIPANT NAME: _____ (Print)

PARENT'S OR GUARDIAN'S NAME : _____ (Print)
(if participant is under 18 years of age)



I, the above PARTICIPANT, and if the Participant is younger than age 18, the PARENT or legal guardian of the above PARTICIPANT agrees as follows:

Contractual Assumption of Risk

I acknowledge and understand that roller-skating, in-line skating, skateboarding, biking, scootering and similar Activities are hazardous and dangerous activities that involve strenuous exercise and that various degrees of skill and experience are necessary for the different skating and biking surfaces and venues. I understand that these Activities can result in serious bodily injury and damage to property and on my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all risks of loss, damage or injury while on the premises of ward hill and FROZEN WAVES INC Skatepark (the Park). Freedom from risk and injury and loss while participating in the Activities is not a reasonable expectation. I am aware of the risks, hazards, and dangers of personal injury, death and disability in entering the "Park", as well as those risks, hazards and dangers of personal injury, death and disability inherent in participation in any Activity or event. I am aware that the usual risks, hazards and dangers of personal injury, death and disability increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other such structure or device. I also understand that these risks, hazards and dangers will be further increased because other persons will be using the facilities at the same time and may have a greater or lesser degree of experience or skill than I do/the Participant does, or no experience or skill at all. In addition to the usual dangers inherent in the Activities, there will be the added or increased danger and risk of uncontrollable equipment related to these Activities, falling, jumping, landing, performing tricks, colliding with other PARTICIPANTS or PERSONS or staff, media personnel and spectators. I am also aware that there is an inherent risk in simply being at the "Park" and/or observing, photographing or videotaping the Activities. On my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

Initials of Participant _____ Initials of Parent/Guardian _____ Page 2 of 5

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Permission to Record and Use Partially in exchange for being permitted entrance to the "Park", on my own behalf and on behalf of the Participant, we expressly agree to grant the "Park" and any third party authorized by the "Park" the right to film, videotape, photograph, record the voice of and make any reproductions of my/the Participant's physical likeness and voice and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and/or online use, broadcast, theatrically or on television, cable, radio or internet, of any motion picture film, videotape, DVD, CD or any published articles in which such likeness may be printed, used or incorporated, and in advertising, exploiting and publicizing of the "Park" without the requirement of any prior consent, compensation or attribution. Indemnity, Hold Harmless, Release and Waiver



I agree, on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend FROZEN WAVES INC. the management firm for the "Park", and each of their shareholders, members or owners, customers, agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (the "Covered Parties" or a "Covered Party" hereafter), from any and all claims, actions, damages, liability, costs or expenses and attorney fees as to my own, and the participant's claims or those of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation in any Activity at the "Park". In consideration for admission to the "Park", viewing privileges and use of the "Park" facilities I, on my own behalf and on behalf of the Participant, hereby agree to release and forever discharge FROZEN WAVES INC, and any other Covered Party from any and all claims (negligence, tort, contract, warranty, or otherwise), actions, damages, liability, costs, medical expense or other expenses, financial loss, and attorneys fees which are related to, arise out of, or are in any way connected to my participation or use or the Participant's participation or use of the "Park" facilities (either in the interior or the exterior), use of equipment or property supplied by the "Park" including protective gear which may be rented from the "Park", or my presence or the Participant's presence at the "Park", whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of FROZEN WAVES INC or any other Covered Parties. I understand that the Covered Parties are not responsible for any personal property that are lost, stolen or damaged at the "FROZEN WAVES INC SKATEPARK" "THE PARK".

By signing this Agreement, it is my intention to, and I do hereby, on my own behalf and on behalf of the Participant surrender and waive any rights to sue or exercise any legal right to seek damages from FROZEN WAVES INC and/or any other Covered Party from their failure to use reasonable care in any way. Compliance with Rules, etc. I agree to comply and that the Participant will comply with all of the stated and customary rules, terms and conditions for participation in Activities at the "Park". If the undersigned observe any unusual significant hazard during his or her presence or participation at the "Park", the undersigned will remove himself or herself from participation and bring such hazard to the attention of the nearest "Park" employee, official or representative immediately.

Initials of Participant _____ Initials of Parent/Guardian _____ Page 3 of 5

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PRESENCE OF A FROZEN WAVES INC OWNER/EMPLOYEE
OR
WITNESSED AND STAMPED BY A NOTARY PUBLIC

I acknowledge that my presence or the Participant's presence and any participation in Activities at the "Park" are strictly voluntary in spite of the unavoidable risks and dangers of such presence and/or participation, and no one is forcing me or the Participant to be present or to participate in any Activities at the "Park". The "Park" and the Covered Parties are not providing any essential services and there are other locations at which I can and the Participant can participate in similar Activities. The undersigned hereby represent that no special relationship exists between me/the Participant and any of the Covered Parties, and that the undersigned are not under any physical, economic or other compulsion to sign this agreement. I agree not to take any unreasonable risks while at the "Park" including, but not limited to, causing myself, other participants in the Activities, or spectators at the "Park" or other persons present at the "Park" any unreasonable risk or harm. I additionally agree that I am/the Participant is required to use full protective gear when using the "Park", including secure and adequate helmet, footwear, knee, elbow pads. If such gear is rented through the "Park" or a third party agent of the "Park", I understand that it is my responsibility to ensure that the gear is of sound condition and properly fits.



THE INTENT OF THE COVERED PARTIES IS THAT THIS AGREEMENT WILL ALLOW THE COVERED PARTIES TO AVOID LIABILITY FOR THEIR OWN NEGLIGENCE, FAULT, OR ANY OTHER FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.

I agree, on my own behalf and on behalf of the Participant, that this Agreement shall apply to my/the Participant's participation in any and all "Park" Activities and programs including, but not limited to, open skating, skateboarding, biking, practice sessions, instructional sessions, competitions, day camps, overnight camps and Activities directed by any representative of FROZEN WAVES INC, AND / OR any other Covered Party. This Agreement shall continue in full force and effect and shall apply to all my/the Participant's present and future visits to the "Park". This Agreement shall be effective and binding upon my/the Participant's heirs, agents, personal representatives, and assigns. Consent to Emergency Medical Treatment I give consent and permission to FROZEN WAVES or any other Covered Party to obtain on behalf of myself or my minor child any emergency medical attention and treatment in case of sickness, accident or injury and to secure such medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon their age even though their condition may not warrant it. By signing this document, the undersigned fully recognize that if the Participant or another participant is hurt or property is damaged while the Participant is engaged in this activity, then the undersigned will have no right to make a claim or to file a lawsuit against the Covered Parties, even if they or any of them negligently caused the bodily injury or property damage. The undersigned further agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials of Participant _____ Initials of Parent/Guardian _____ Page 4 of 5

I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY LEGAL GUARDIAN SIGN THIS DOCUMENT ALSO. I HAVE CAREFULLY READ THE FOREGOING AND ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS AND SIGN IT VOLUNTARILY. PRIOR TO SIGNING THIS AGREEMENT, I HAVE REVIEWED THE PARK SAFETY RULES AND REGULATIONS, AND HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE PARK, THE PARK STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST FROZEN WAVES INC, OR ANY OTHER COVERED PARTY.



Participant's Name: _____

Participant's Birthday: Month: _____ Day: _____ Year: _____

Participant's or Parent's Drivers License Number: _____ State: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: (____)____-____ CELL: (____)____-____

Parent Name or Emergency Contact:

CELL: (____)____-____ WORK: (____)____-____ OTHER: (____)____-____

Please Note Any Information that frozen waves inc. should be aware of (use back if necessary): _____

Participant's signature: _____

Today's Date: _____

(If the Participant is below age 18:)

IN ADDITION TO ALL OF THE ABOVE, THE UNDERSIGNED PARENT OR GUARDIAN ALSO AGREES THAT HIS OR HER DUTY TO INDEMNIFY AND HOLD HARMLESS ALL COVERED PARTIES SHALL APPLY TO THE FULL EXTENT DESCRIBED ABOVE AND ALSO INDEPENDENTLY OF THE MINOR'S AGREEMENT HEREIN ACKNOWLEDGEMENT

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, signs it voluntarily and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms. Acknowledged before the undersigned this ____ day of _____, 20____.

Please apply a notary stamp or seal in this general area.

Name of the Participant (Please print) _____

Parent's/Guardian's Signature _____

Notary Public _____

My commission expires _____ Parent's/Guardian's Name (Please print)

Witness (FROZEN WAVES INC owner/employee) _____

Relation to participant _____