



HISTORIC TOWN OF HYDE PARK

4383 Albany Post Road, Hyde Park, N.Y. 12538 · (845) 229-5111 · Fax (845) 229-0831

**HYDE PARK RECREATION
2011**

SKATEPARK PARTICIPATION AGREEMENT to INDEMNIFY & RISK ACKNOWLEDGEMENT

_____ does hereby covenant and agree to release and hold harmless the Town of Hyde Park from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily and/or property damage, to the extent permissible by law, arising out of the use and participation in any open skating, workshop or event at the Pine Woods Skatepark.

I acknowledge that skateboarding and biking entail known & unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, my child, to property or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize these risks I and/or my child agree to wear a protective helmet, knee pads and elbow pads at all times that I /we are in the Skate park.

THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- 1) Skateboarding BMX biking, rollerblading.
- 2) Latent or apparent defects or conditions in equipment or supplies by the Town of Hyde Park, or persons or entity.
- 3) Use of property by myself, my child, others or equipment supplied by the Town of Hyde Park.
- 4) Acts of other participants in this activity, employees or agents of the Town of Hyde Park.
- 5) My own or my child's physical condition, acts or omissions.
- 6) Conditions of the Town of Hyde Park facility & grounds or terrain and accidents connected with their use.
- 7) First Aid emergency treatment or other services.

2. I expressly agree and promise to accept all the risks existing in this facility. I/my child's participating in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless the Town of Hyde Park 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 the Town of Hyde Park equipment or facilities, including such claims which allege negligent acts or omissions of the Town of Hyde Park, except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of the Town of Hyde Park.

4. Should the Town of Hyde Park or anyone acting on the behalf be required to incur attorney's fees and costs to enforce this agreement to indemnify and hold harmless of all such fees and costs.

5. I hereby certify that I have adequate insurance to cover any injury or damage I/my child may cause or suffer while participating or else agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety/my child's safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

Insurance Company Name _____

Policy or Group _____

By signing this document, I acknowledge that if anyone is hurt, or property damaged during my participation in this activity a court of law may find me to and waived my right to maintain a lawsuit against the Town of Hyde Park, on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Parent/Participant: _____.

Print Name _____

Print Child's Name _____

Child's Age _____

Address: _____

Phone: _____ Date: _____