

**SKATEBOARDER, SCOOTERER, AND INLINE SKATER
ASSUMPTION OF RISK, WAIVER AND RELEASE**



Town of Ocean City Recreation and Parks Department
200 125th Street, Ocean City, Maryland 21842

Ocean Bowl Skate Park
3rd Street and St. Louis Avenue
Ocean City, Maryland 21842
410-289-BOWL (2695)

SKATER'S OR SCOOTERER'S NAME: _____

SKATER'S OR SCOOTERER'S AGE: _____ **SKATER'S OR SCOOTERER'S BIRTHDATE:** _____

IN CONSIDERATION of receiving permission from the Mayor and City Council of Ocean City, Maryland (hereinafter sometimes called City), to enter upon the premises known as Ocean Bowl skateboard, scooter and inline skate facilities, the receipt of such permission being hereby acknowledged, and in the further consideration of receiving permission to participate and utilize said skateboard, scooter, and inline skate facilities, the receipt of such permission being also acknowledged, the undersigned participant and his/her parents, if he/she be under the age of 18 years, hereby releases and released the Mayor and City Council of Ocean City, Maryland, its agents, officers, servants and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the participant, or any property of participant's parents, while in, on, upon or near these premises.

Both participant and participant's parents are duly aware of the risks and hazards inherent upon entering said premises and/or in participating in skateboarding, scooting, and inline skate activities at the subject premises, and hereby voluntarily elect to enter- or have their children enter-upon said premises and participate in skateboard, scooter, or inline skate activities thereon, knowing the present condition of the facilities and knowing that said condition may become hazardous or dangerous-or more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant and/or his/her parents, if participant is below the age of 18 years, hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the participant or participant's parents or any property of either while in, on, near or upon the premises and/or skateboard, scooter, and inline skate facilities.

This waiver and release shall be binding upon the participant, his/her parents, distributes, heirs, next of kin and personal representatives.

In signing the foregoing Assumption of Risk, Waiver and Release each of the undersigned hereby acknowledges and represents:

1. That the age as stated above is his/her correct age, and that both participant and his/her parents (if signed below by parents) are of sound mind.
2. That he/she, or they, have read the foregoing Assumption of Risk, Waiver and Release, and signs below voluntarily.
3. That he/she, or they, know that by signing this Release, Assumption and Waiver, he/she or they are giving up all rights to have, have had or may in the future have. **THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE**, and that the undersigned are hereby **GIVING UP EVERY RIGHT THEY, SHE OR HE HAS TO RECOVER FOR ANY INJURY, DAMAGE OR DEATH**, occurring as a result of the use of the facilities.
4. That the participants and parents (if their signatures are affixed below), in consideration of the Mayor and City Council of Ocean City granting the permission hereinbefore described, do hereby expressly stipulate and agree to indemnify and hold forever harmless the "City," its successors and assigns, against any loss from any and all claims, demands or action in law or equity that may hereafter at any time be made or brought by the participant (be he or she a minor or not) or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's actions on the premises or facilities.

WITNESS the hands and seal of the participant (and his/her parents if the participant is a minor) as of the _____ day of _____, 20__.

Participant's Signature _____

Email Address: _____

Parent's Name (please print): _____

Parent's Signature: _____

Address: _____

City, State and Zip Code: _____ Cell Phone: _____

Town of Ocean City Resident: YES or NO (please circle)

Ocean City Property Address: _____

Proof of Residency Exhibited: _____

Proof of age Exhibited: _____

Emergency Contact Name: _____ Cell Phone: _____

REMINDER: Waiver MUST be renewed every JANUARY 1st.

I _____ . Give permission to the Ocean City Recreation

(PLEASE PRINT YOUR NAME HERE)

and Parks Department's staff to act in my behalf in caring for my child should an emergency arise. In addition, I give permission, in case of injury, to take my child to a medical facility or hospital for treatment, to include Evaluation of injuries, x-rays, and other needed care. I do understand that the Recreation Department will make every effort to contact me prior to authorizing transportation or medical attention on my behalf, and I hereby release the Town of Ocean City and its agents or employees from any liability in connection with the granted authorization.

Signature of Parent or Guardian

Date

Signature of witnessing staff member

Date

It should be noted that the medical facility or hospital may elect not to treat your child unless you, as a parent or guardian, are present. The Ocean City Recreation and Parks Department suggests that each parent contact the appropriate hospital and/or physician and arrange for treatment authorization in emergency situations.

The Recreation and Parks Department will do everything within its power to assist in getting your child appropriate medical attention as necessary.