

## **Participation Agreement, Consent, Waiver and Release from Liability**

**Risk Acknowledgement:** I understand that participation in Skateboarding and all other youth program activities involving motion, rotation, and height in a unique environment, carries with it the risk of injury, or even death. In lieu of a medical certificate signed by a medical doctor, I have no knowledge of any physical or mental impairment that would be affected by the named participant(s)' participation in the youth programs as outlined on our website, which I have read.

**Medical Authorization:** I hereby authorize the staff at Ramp Up LLC to act for me and the participant(s) according to their best judgment in any emergency requiring medical attention, and I hereby waive any and all claims for personal injury, illness, and/or property damage that I may have against Ramp Up LLC and its employees, contractors, representatives, interns, and any volunteers in any way associated with Ramp Up LLC. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ("Medical Provider") to treat me and the participant(s) for the purpose of attempting to treat or relieve any injury received by me and the participant(s). I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat to relieve any such injuries. I consent to the administration of anesthesia as deemed advisable. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and my minor children or any participant for whom I am responsible for care. All medical, dental, hospital or other care expenses incurred will be the responsibility of the participant(s) or the participants' family.

### **PARTICIPANT AGREEMENT, WAIVER OF RAMP UP LLC LIABILITY, AND ASSUMPTION OF RISK BY YOU THE PARTICIPANT OR THE PARENT OR LEGAL GUARDIAN OF ANY MINOR PARTICIPANT:**

I hereby agree to waive any and all liability, indemnify, discharge and hold harmless Ramp Up LLC, their owners, agents, staff, volunteers, participants on behalf of myself, my children, my parents, my heirs, assigns, personal representative, or estate and acknowledge the following: Skateboarding, in-line skating, BMX bicycling, scooters, and related activities herein defined as "Action Sports" are inherently dangerous activities. Participation in Action Sports including mere presence or observing whether or not actually participating carries a serious risk of injury or even death. Ramp Up LLC recommends use of helmets, pads and any other safety equipment appropriate for said activities. Failure to use safety equipment may increase your risk of injury. The risks include, but are not limited to: Collisions, my own equipment failure or the failure of others' equipment; my own or others' negligence; objects or conditions that may cause me to experience serious injury and even death. I expressly agree and promise to accept and assume all of the risks of this activity. Participation in this activity is purely voluntary, and election to participate is with full knowledge of the risks and waiver of Ramp Up LLC liability for those risks. 1. Any person who participates in or assists in skateboarding, inline skating, quad skating, or freestyle or BMX bicycling and related Action Sports assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself or other persons or property

which result from these activities. Any person who observes skateboarding, inline skating, quad skating, or BMX bicycling and related Action Sports assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury, or death to himself or herself which result from these activities. 2. While engaged in skateboarding, inline skating, quad skating freestyle or BMX bicycling, irrespective of where such activities occur, a participant 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. (c) Refraining from acting in any manner which may cause or contribute to death or injury to himself or others. 4. Failure to comply with the requirements of this paragraph shall constitute negligence by you the participant. 5. Inappropriate conduct by me or participant(s) may result in immediate expulsion from the program. 6. Ramp Up LLC is not responsible for personal items that are lost, stolen, or damaged.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ramp Up LLC from any and all claims, demands, or causes of action, which are in any way connected with participation in this activity or use of Ramp Up LLC equipment or facilities, including any such claims which allege negligent acts or omissions of Ramp Up LLC. IN THE EVENT LITIGATION ARISES OUT OF OR RELATING TO RAMP UP LLC ENFORCEMENT OF THIS WAIVER, OR IF ANY LEGAL ACTION IS INITIATED BY YOU OR ON BEHALF OF ANY PARTICIPANT FOR WHOM YOU ARE RESPONSIBLE ARISING OUT OF OR RELATED TO THIS WAIVER, YOU AGREE THAT RAMP UP LLC WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN INVESTIGATING, PREPARING FOR, PROSECUTING, DEFENDING AGAINST OR OTHERWISE LITIGATING ANY SUCH ACTION. I further certify that I am willing to assume the risk of any medical or physical condition I may have, or which the participant(s) may have. In the event that I file a lawsuit against Ramp Up LLC, I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged upon entering Ramp Up LLC or during participation in this activity, I acknowledge my intention is to have waived the right to maintain a lawsuit against Ramp Up LLC. Further, I may in fact owe to Ramp Up LLC the reimbursement for Attorney Fees and costs incurred by Ramp Up LLC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**Consent to Photograph/Video, Use of Likeness:** I also expressly grant to the youth programs and any third party authorized by Ramp Up LLC the right to film, videotape, photograph, record the voice of and make any reproduction of 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 or radio, or any motion picture film, video tape, DVD, CD, or any published articles in which such likeness may be printed, used or incorporated, and in the advertising, exploiting and publicizing of the youth programs, the program products, licensed products, and all affiliated relationships.