

# **SUMMER CAMP RELEASE**

## **Assumption of Risk, Waiver of Liability, and Indemnity Agreement – Braille Skateboarding, INC**

The activities at Braille Skateboarding's premises at 14682-14684 Washington Ave, San Leandro CA 94577 are customarily private and limited to employees of the company and include, but are not limited to, street skateboarding, ramp tricks and rail skateboarding. An exception shall be made for the participants of paid Skate Camp for limited public participation.

Braille Skateboarding regards your safety and the safety of others as a top priority. We take great care to reduce the traditional risks associated with skateboarding. However, regardless of the care taken to avoid injuries, some risks are inherent in the activity and cannot be totally eliminated. These inherent risks include, but are not limited to, falls, collisions with other participants (hereafter referred to as "CO-PARTICIPANTS"), contacting a hard surface (e.g., an uncovered ramp, frame, or rail), landing incorrectly, catching a foot or other body part under a skateboard, and slipping off your board. Inherent risks also include unexpected equipment failure; unknown facility hazards; careless behavior by you or CO-PARTICIPANTS; errors in judgment by yourself or CO-PARTICIPANTS; and injuries caused by negligence on the part of you or CO-PARTICIPANTS.

**Assumption of Inherent Risks:** I understand that the inherent risks of Braille Skateboarding activities are serious and that some of these activities involve dangers regardless of the care taken by Braille Skateboarding. I realize that Braille Skateboarding activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and 1) I know the nature of the Braille Skateboarding activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. I hereby assert that my participation at Braille Skateboarding is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself.

**Waiver of Liability for Ordinary Negligence of Braille Skateboarding:** In consideration of permission to use the property, facilities, equipment, and services of Braille Skateboarding, today and on all future dates, I do hereby waive, release, discharge and covenant not to sue Braille Skateboarding, INC, the Lighthouse for the Blind and Visually Impaired, and their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, assigns, and equipment suppliers -- referred to hereafter as "PROTECTED PARTIES") from liability from any and all claims arising from the use of the Braille Skateboarding facilities including any injury resulting from the ordinary negligence of the PROTECTED PARTIES.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Braille Skateboarding activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; individual use of facilities, and all premises including the bathroom, stairs, and any associated sidewalks and parking lots), to 2) any and all claims

resulting from the damage to, loss of, or theft of property, and to 3) consequential and other damages, such as but not limited to your inability to work, resulting from any injury or loss.

**Indemnification:** I, on behalf of myself also agree to hold harmless, defend, and indemnify Braille Skateboarding and The Lighthouse for the Blind and Visually Impaired (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims of the RELEASING PARTIES arising from my death, injury, or loss due to involvement in Braille Skateboarding activities (including those arising from the inherent risks of the activity or the ordinary negligence of PROTECTED PARTIES.)

I, on behalf of myself, further agree to hold harmless, defend, and indemnify Braille Skateboarding and PROTECTED PARTIES (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) against any and all claims of CO- PARTICIPANTS, rescuers, and others arising from my conduct in the course of using the Braille Skateboarding facilities.

**Clarifying Clauses:**

- 1) I, on behalf of myself confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Braille Skateboarding and cannot be modified or changed in any way by representations or statements by any agent or employee of Braille Skateboarding.
- 2) I, on behalf of myself further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) I, on behalf of myself agree that if any dispute shall arise from this Agreement or from my use of the Braille Skateboarding facilities, I shall first engage in good faith efforts to mediate the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I, on behalf of myself agree that all disputes, controversies, or claims arising out of this Agreement or use of the Braille Skateboarding facilities shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

**Emergency Care** – I, on behalf of myself assert that

- Braille Skateboarding can administer emergency first aid or CPR
- • Braille Skateboarding can secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- I assume all costs of emergency medical care and transportation.

**Rules & Safety** – I, on behalf of myself, agree:

- To abide by all safety-related rules while participating.
- To attempt only activities that each feels capable of performing safely.
- To inform Braille Skateboarding immediately if I see conduct or a facility condition that endangers others.
- That I understand the importance of safety rules and safety equipment.
- That Braille Skateboarding has the authority to terminate participation if it is deemed a danger to myself or others.

**Filming Consent:** I understand that some photographic images and or video footage will be shot of the campers. I give consent for myself/my child to be filmed and photographed and for these images to be used on Braille Skateboarding's social media platforms. Camper identities will not be shared unless specific permission is asked and granted.

**Acknowledgment of Understanding:** I have read this Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my rights and the rights of any RELEASING PARTY to sue for damages in the event of death, injury or loss. I further acknowledge that I, on behalf of myself am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity or ordinary negligence by the PROTECTED PARTIES, to the greatest extent allowed by law of the State of California.

TODAY'S DATE \_\_\_\_\_ (MM/DD/YYYY)

\_\_\_\_\_  
Full Name of PARTICIPANT (Print)

\_\_\_\_\_  
Signature

Minor Participant Section (under 18 years of age)  
– MINOR'S WAIVER MUST BE SIGNED BY THEIR PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
Full Name of MINOR PARTICIPANT (Print)

\_\_\_\_\_  
Full Name of Parent/Legal Guardian (Print)

\_\_\_\_\_  
Signature of Parent/Legal Guardian (Print)

Date \_\_\_\_\_ Employee Initials \_\_\_\_\_