

Delicious Skateboard Shop & The Factory Skateboard Park
Release of All Liability and Waiver of Claims

If you are under the age of 18, you must have this notarized if it is not signed by a parent or legal guardian in the presence of one of our employees before you can skateboard in our park. In order to participate in events and activities at Delicious Skateboard Shop & The Factory Skateboard Park, you must provide the following information and complete the accompanying release. Please use ink, print neatly, and read carefully.

Customer Information:

Name _____
(Last) (First) (M.I.)

Address _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Date of Birth _____ Email _____

If you are under 18 years of age, parental or legal guardian information:

Name _____
(Last) (First) (M.I.)

Address _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Email _____

Emergency Contact #1 _____

Emergency Phone #1 _____

Emergency Contact #2 _____

Emergency Phone #2 _____

This document (hereinafter “the Agreement”) is a binding legal waiver of claims and release of liability. By signing this document, you (and, if you are under the age of 18, your parents or legal guardians individually and on your behalf) are entering into a contract in which you are waiving certain legal rights as outlined below. If you have any questions regarding the content or effect of this document, please seek the advice of your own attorney.

In consideration for the use of The Factory Skateboard Park and other services provided by Edible Concrete L.L.C. d/b/a Delicious Skateboard Shop, the sufficiency of which is hereby acknowledged, (Customer name:) _____ (hereinafter “the Customer”) hereby covenants and agrees as follows:

1. The Customer acknowledges and understands that this release is intended to and does discharge in advance Edible Concrete L.L.C. d/b/a Delicious Skateboard Shop and any of their owners, operators, employees, agents, assigns, and all other persons acting on their behalf (individually and collectively) (hereinafter collectively referred to as “Delicious Skateboard Shop”) from and against any and all liability arising out of (i) the Customer’s participation in or observance of activities at The Factory Skateboard Park and the premises of Delicious Skateboard Shop (hereinafter collectively referred to as “The Factory Skateboard Park”) and (ii) from his use of equipment purchased from Delicious Skateboard Shop. **Initial:** _____
2. The Customer acknowledges and agrees that he is in good physical health and has no existing physical injuries or disabilities that might make use of the facility uncomfortable or lead to injury. The Customer acknowledges and agrees to assume the risks that any pre-existing medical or physical conditions will be exacerbated by his participation in or observance of activities at The Factory Skateboard Park or from his use of equipment purchased from Delicious Skateboard Shop. **Initial:** _____
3. The Customer acknowledges and agrees that skateboarding is an inherently dangerous, risky, and hazardous activity and that these risks cannot be eliminated without destroying the essential qualities of the activity. The Customer acknowledges and agrees that skateboarding can result in physical and emotional injury, paralysis, and even death to the Customer or to other participants. **Initial:** _____
4. The Customer expressly acknowledges and agrees that he is participating in and observing activities at The Factory Skateboard Park and that he is using equipment purchased from Delicious Skateboard Shop voluntarily and of his own free will in spite of the risks, dangers, and hazards inherent in this activity. **Initial:** _____

5. By participating in and observing activities at The Factory Skateboard Park, the Customer expressly acknowledges and agrees that he assumes all risk of personal injury (whether physical or emotional and including death) and property damage that he causes or suffers as a result of his participation in or observance of activities at The Factory Skateboard Park or from his use of equipment purchased from Delicious Skateboard Shop. **Initial:** _____
6. The Customer expressly acknowledges and agrees that he has been advised and encouraged for his own personal safety to wear a helmet, elbow pads, kneepads, and wrist protectors. **Initial:** _____
7. The Customer acknowledges and agrees that he has adequate insurance to cover any damages or injuries he causes or suffers as a result of his participation in and observance of activities at The Factory Skateboard Park or from his use of equipment purchased from Delicious Skateboard Shop. The Customer acknowledges and agrees to bear the costs of any such injury or damage. **Initial:** _____
8. The Customer acknowledges and agrees that, if he has purchased any equipment or other item from the Delicious Skateboard Shop, he has inspected it for any defects that might cause injury or damage as a result of his use of the equipment or item. **Initial:** _____
9. The Customer, on behalf of himself, his heirs, his successors and assigns, hereby irrevocably and unconditionally releases and forever discharges and waives any claim against Edible Concrete L.L.C. d/b/a Delicious Skateboard Shop and any of their owners, operators, employees, agents, assigns, and all other persons acting on their behalf (individually and collectively) (hereinafter collectively referred to as “Delicious Skateboard Shop”) for any injury or damage resulting from participation in or observance of activities at The Factory Skateboard Park, including but not limited to any injury or damage caused by the negligence of Delicious Skateboard Shop, from his use of equipment purchased from Delicious Skateboard Shop, a defect in any equipment, a mistake by the Customer, the acts or omissions of another Customer, and any other cause. **Initial:** _____
10. The Customer, on behalf of himself, his heirs, his successors and assigns, hereby irrevocably and unconditionally warrants and agrees to hold harmless and indemnify Edible Concrete L.L.C. d/b/a Delicious Skateboard Shop and any of their owners, operators, employees, agents, assigns, and all other persons acting on their behalf (individually and collectively) (hereinafter collectively referred to as “Delicious Skateboard Shop”) in the event that any other person brings an action or claim against Delicious Skateboard Shop as a result of damages or injuries caused by the Customer’s participation in activities at The Factory Skateboard Park or caused by his use of equipment purchased from Delicious Skateboard Shop. This indemnity protection shall

include all costs of litigation, including reasonable attorneys' fees and the payment of damages, whether by way of judgment or settlement. **Initial:** _____

11. The Customer acknowledges and agrees that the terms of this Agreement are contractual and not a recital. **Initial:** _____
12. North Carolina law shall govern the interpretation and enforcement of this Agreement. The Customer acknowledges and agrees that all disputes and matters whatsoever arising under, arising in connection with, or incident to this Agreement (including but not limited to claims arising from, arising in connection with, or incident to the Customer's participation or observance of activities at The Factory Skateboard Park or from his use of equipment purchased from Delicious Skateboard Shop) shall be litigated, if at all, in and before a court located in the state of North Carolina to the exclusion of the courts of any other state. **Initial:** _____
13. In the event that Delicious Skateboard Shop incurs any attorneys' fees, costs, or expenses to enforce the terms of this agreement, the Customer acknowledges and agrees that he will indemnify and hold Delicious Skateboard Shop harmless for all such fees and costs. **Initial:** _____
14. If any provision of this Agreement is determined to be unenforceable, the other provisions of this Agreement shall remain in force and in effect as if the unenforceable provision did not exist. **Initial:** _____
15. The Customer expressly acknowledges and agrees that he has been advised that this agreement is a binding legal document, that he has had adequate time and a reasonable opportunity to read and consider the provisions of this agreement, and that he has not relied on any representation made by Delicious Skateboard Shop, or its employees or representatives, regarding this agreement's subject matter and/or effect. **Initial:** _____
16. As used herein, the singular includes the plural; the plural includes the singular; the masculine includes feminine; and the feminine includes the masculine. **Initial:** _____

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THE FOREGOING RELEASE, FULLY UNDERSTANDS IT, AND SIGNS THE SAME AS HIS OWN FREE AND VOLUNTARY ACT.

Signature of Customer _____

Date _____

Witness Signature _____

Customers under the age of 18 must have the following completed by a parent or legal guardian:

In consideration for allowing _____ (hereinafter “the minor participant”) to participate in activities at The Factory Skateboard Park, I (individually and as the parent or legal guardian of the minor participant) hereby agree to the terms, covenants, and warranties as provided in the Agreement. I agree and acknowledge that all references to “Customer” shall be interpreted to include me and the minor participant. Furthermore, I expressly permit the minor participant to participate in and observe the activities at Factory Skateboard Park despite the dangers, risks, and hazards inherent in skateboarding.

**Parent’s Name _____
Individually and as the parent or legal guardian of _____
Date: _____**

(Please have the form notarized if the parent or legal guardian is not present at the time of registration):

Subscribed and sworn to before me,
this the ____ day of _____, 2005.

Notary Public
My Commission Expires: _____