

KONA SKATEPARK PARTICIPANT REGISTRATION FORM

ALL PARTICIPANTS MUST COMPLETE AND SIGN THE "WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS AND CONSENT TO USE LIKENESS" BEFORE ENTERING THE SKATEPARK.

LAST NAME

DO NOT WRITE PAST THIS LINE

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BIRTHDATE: _____ AGE: _____

PHONE NUMBER: () _____

FIRST NAME

EMERGENCY CONTACT INFORMATION

NAME	PHONE NUMBER	DESCRIPTION (work, cell, etc)
_____	() _____	_____
_____	() _____	_____

BIRTHDATE

EMAIL ADDRESS: _____

WHAT SCHOOL DO YOU GO TO?: _____

HOW DID YOU HEAR ABOUT KONA?

- SCHOOL CHURCH MAGAZINE/VIDEO
 TV FRIEND OTHER: _____

PLEASE CHOOSE:

- SKATEBOARD INLINE BMX

MEDICAL CONDITIONS _____
(asthma, hemophilia, etc)

THIS IS A TWO-SIDED FORM -- TURN OVER AND COMPLETE BACK

DO NOT WRITE PAST THIS LINE

Processed by: _____

EMPLOYEE SIGNATURE

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS,
AND CONSENT TO USE OF LIKENESS

READ BEFORE SIGNING

By signing below, I agree that:

- 1. I have voluntarily decided to participate in activities and events at, and use the facilities of, KONA SKATEPARK, which is owned and operated by Kona USA, Inc. ("KONA").
- 2. I am voluntarily participating with the knowledge of the numerous risks and dangers involved, including but not limited to: physical exertion for which I may not be prepared; consumption of alcoholic beverages; breakdown of equipment, whether rented or owned; accident or illness; the risk of negligence by myself or others, including KONA; and the potential for serious injury, including permanent paralysis or death.
- 3. I will follow all written and verbal rules of safety presented to me by KONA.
- 4. The enjoyment and excitement of skating and biking is derived in part from the inherent risks associated with an activity that is beyond the generally accepted margins of safety, and that these inherent risks contribute to such enjoyment and excitement, and are one the significant reasons for my participation.
- 5. I am responsible for my own welfare and accept any and all risks of unanticipated or anticipated events, illness, injury, emotional or physical trauma or death.
- 6. One of the conditions to entering Kona Skatepark and using its facilities is my execution of this Waiver; therefore, as lawful consideration for being permitted to enter Kona Skatepark and use its facilities, I hereby RELEASE AND DISCHARGE FOREVER KONA, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A KONA RELATED EVENT ("RELEASEES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY USE OF KONA SKATEPARK OR PARTICIPATION IN ACTIVITIES OR EVENTS AT KONA SKATEPARK.
- 7. This release shall be legally binding upon me personally, all members of my family and all minors accompanying me, my heirs, successors, assigns and legal representatives, it being my intention to fully assume all of the risks associated with my use of Kona Skatepark facilities and to release RELEASEES from any and all liabilities associated with my use of Kona Skatepark facilities to the maximum extent permitted by law.
- 8. I understand that KONA reserves the right to refuse admittance to any person who refuses to sign this Waiver or who it judges to be incapable of meeting the rigors and requirements of participation in the activities.
- 9. KONA, its agents, successors and/or assigns, reserve the right to take photographic, film, audio or digital records of me using Kona Skatepark facilities or participating in events or activities sponsored by KONA ("Kona Media"), and I further agree that KONA may use any such Kona Media for promotional and/or commercial purposes, as well as approve such use by third parties with whom KONA may engage in joint marketing, without any remuneration to me. I hereby assign KONA all right, title and interest I may have in or to Kona Media and grant KONA a royalty-free, exclusive, perpetual and irrevocable license to the Kona Media.
- 10. I agree that any dispute or claim concerning this Agreement, shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in Jacksonville, Florida. Florida law shall govern this Agreement, excluding any application or consideration of any conflict of laws provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE WAIVER AND OTHER PROVISIONS SET OUT ABOVE.

Participant's Signature: _____ Print Name: _____

Drivers License or ID#: _____ State: _____ Date Signed: _____

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER 18 AT TIME OF SIGNING)**

THIS FORM MUST BE NOTARIZED IF COMPLETED AWAY FROM KONA SKATEPARK

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided herein, for myself, my heirs, assigns, and next of kin and any other parent and/or guardian who has placed custody of the above-named minor participant in my care. I further release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to the minor participant's use of the Kona Skatepark facilities and/or participation in events or activities at Kona Skatepark, to the fullest extent permitted by law.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE WAIVER AND OTHER PROVISIONS SET OUT ABOVE.

I testify by signing below that I AM the Parent and/or Legal Guardian for the above named skater.

Parent/Guardian Signature

Print Name: _____

Drivers License or ID#: _____ State: _____ Date Signed: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Home Phone #: _____

<i>Declaration of "Advanced" status: I understand that my voluntarily choosing NOT to wear recommended safety equipment could lead to serious injury. I also understand that the HELMET, with chin strap, MUST be worn at all times. Any injury resulting from my refusal to wear recommended safety equipment is 100% my own responsibility, and holds harmless Kona USA, Inc. and all related agencies. X</i>	
NO	YES
circle one	
if yes... Sign at "X"	