

CHUTINGSTAR WAIVER AND RELEASE OF LIABILITY – MINOR (skate boarding area)

I, _____ (**print name**) am the legal guardian or parent (who has legal authority to sign for this minor under these circumstances) for Participant _____ (**print name of minor**).

CHUTINGSTAR'S skate boarding area is a non-profit venture and is intended as a voluntary service and in support of the community for various reasons, including but not limited to, health and fitness and development of skills for non-beginner skate boarders. I desire that my minor child benefit from CHUTINGSTAR'S skate boarding area and do not believe that significant harm to my child is threatened by or resulting from participation or observation of skate boarding. In consideration of given access and using the skateboarding area, and other services, and other good and valuable consideration, Participant, _____ (**print name**) acknowledges and agrees to allow the minor to benefit from use of CHUTINGSTAR'S skate boarding area and further acknowledges and agrees:

1. Participant hereby RELEASES, WAIVES, AND FOREVER DISCHARGES CHUTINGSTAR, and Kennesaw Mountain Business Park, LLC, its officers, directors, members, managers, shareholders, employees, independent contractors, agents and attorneys and each of them (hereinafter collectively referred to as "CHUTINGSTAR"), from all liability, whether caused by the NEGLIGENCE of CHUTINGSTAR or DEFECTS in the equipment, or otherwise, to Participant, for any loss, damage, liability, claim, demand, action, cause of action, cost, or damages resulting therefrom, including without limitation injury resulting in the DEATH of the Participant. I understand I am affecting my legal rights and my minor's legal rights against CHUTINGSTAR in the event of any loss, claim, injury or damage resulting from my child's participating or observing in the skate boarding area and surrounding areas together with the parking lot adjacent to the skate boarding ramp.

_____ (**Initial**)

2. I, my successor and assigns and heirs, on behalf of Participant, agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS CHUTINGSTAR for all legal fees and costs incurred by CHUTINGSTAR in defending actions arising out of NEGLIGENCE of CHUTINGSTAR or otherwise.

_____ (**Initial**)

3. Being duly aware that SKATE BOARDING and being present in a skateboarding area with ramps and other participating skate boarders is a dangerous activity, I knowingly, expressly and voluntarily assume all risk of PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH as a result of or arising out of my child's participation, whether or not such any noted risk arises from CHUTINGSTAR, my child's acts, failure to act or any other participant's acts or failure to act.

_____ (**Initial**)

4. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (**Initial**)

5. I have read and agree with all RULES AND REGULATIONS of the skate boarding area and indicate that my child is _____ years of age. I represent that my child is not a beginner level skate boarder. Failure to comply with the RULES AND REGULATIONS may increase the risk of injury, property damage or death.

_____ (**Initial**)

Read Before Signing

Parent or legal guardian of minor
(Print Name)

Date: _____

Parent/ Legal Guardian DL# _____
(Crew member will confirm)

Sworn to and subscribed before me
on _____, 20__.

Parent or legal guardian of minor

Notary Public

Emergency Contact Name _____
(Please print)

Contact Phone # _____

Last Name:

First Name:

Date:

ChutingStar House Rules

PLEASE READ BEFORE SKATING!

By initializing, you acknowledge you have read and understand the rules.

_____ This park is for skateboarding only. No inline skating or bikes. This Skatepark is not for beginners.

_____ This park is not routinely monitored.

_____ Skateboarding is dangerous. You are choosing to skate at ChutingStar at your own risk.

_____ You must sign a waiver and give it to ChutingStar staff and it must be on file to be able to skate.
The waiver is updated annually. Minors will be required to have a parent or legal guardian complete a waiver.

_____ You are responsible for providing and maintaining your own equipment. By skating in the park, you guarantee that your equipment is safe and assume the risk of injury if it fails.

_____ All skaters under 18 MUST wear helmets, pads are recommended.

_____ No loitering in Kennesaw Mountain Business Park. This is a business park, loitering can lead to the closure of our private park.

_____ Pedestrians and/or visitors are not allowed in the skate area while skateboarders are present. The "skate area" is defined as the area from the outside of the first ramp to the furthest wall.

_____ You must enter and exit the skatepark area through a designated area with an escort of ChutingStar Staff.

_____ In the case of an emergency or injury, all skateboarders must immediately discontinue skating until further directed by ChutingStar Staff.

_____ No food or beverages allowed in skate area.

_____ ChutingStar is not responsible for lost or stolen property of skaters.

_____ Recklessness, horseplay, foul language, not listening to ChutingStar Staff, failure to follow these Rules or any inappropriate behavior will not be tolerated and skaters will be subject to removal from the skatepark. No destroying or defacing property. Report any hazardous behavior to ChutingStar Staff.

_____ ChutingStar reserves the right to limit the number of skateboarders using the park to prevent overcrowding or as otherwise determined as needed by ChutingStar Staff.

_____ Hours of available use are subject to change and will be determined by ChutingStar Staff.

_____ These Rules are subject to change at any time.

The Rules are simple. Be cool. Respect each other. Know your limits. Skating here is a privilege and not a right.

~ Mike and Stephanie Gruwell
ChutingStar Management