

**Summit Boardshop**

THIS FORM MUST BE SIGNED AT SUMMIT IN PRESENCE OF AN EMPLOYEE

**PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Heinen Enterprises I LLC (DBA Summit Boardshop), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "Summit"), I hereby agree to release, indemnify, and discharge Summit, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that skateboarding, bicycling, inline skating, snowboarding, skiing entails unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include among other things: Collision with other participants, the walls, other fixed objects; falling down; my own equipment failure, or the failure of other's equipment; my own equipment failure or the failure of other's equipment; my own or other's negligence; and objects or conditions on the surface that may cause me to fall; broken bones, sprains, head and back injuries, abrasions, and bruises. Furthermore, Summit employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Summit from any and all claims; demands, or causes of action, which are in any way connected with my participation in this activity or my use of Summit's equipment or facilities, including any such Claims which allege negligent acts or omissions of Summit.
4. Should Summit or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else agree to bear the costs of such injury or damage myself. I further certify that I have no medicinal or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Summit, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of that state shall apply in action without regard to the conflict of law rules of that state. 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 during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Summit on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read it, and I agree to be bound to its terms.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants (by parents or legal guardian) if under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)("Minor") being permitted by Summit to participate and use it's equipment and facilities, I further agree to indemnify and hold harmless Summit from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by minor. I have the minors parent's permission to sign this form.

Parent or Legal Guardian Signature: \_\_\_\_\_

PrintName: \_\_\_\_\_ Cell#: \_\_\_\_\_

Work #: \_\_\_\_\_ X: \_\_\_\_\_ Date: \_\_\_\_\_

Alternate Person to Notify in Case of Emergency: \_\_\_\_\_

Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_