

**THERE ARE 4 PAGES, BE SURE TO INITIAL EACH PAGE**

**UNDER 18 - WAIVERS MUST BE SIGNED BY A LEGAL GUARDIAN IN  
THE PRESENCE OF A RYE AIRFIELD EMPLOYEE**

**OR**

**WITNESSED AND STAMPED BY A NOTARY PUBLIC**

**AGREEMENT FOR WAIVER AND RELEASE, ASSUMPTION OF RISKS &  
INDEMNIFICATION**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT  
CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT PROPER REVIEW,  
COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCES TO THE  
“UNDERSIGNED” MEANS YOU.**

PARTICIPANT NAME: \_\_\_\_\_ (Print)

PARENT'S OR GUARDIAN'S NAME (if participant is under 18 years of age): \_\_\_\_\_  
\_\_\_\_\_ (Print)

I, the above PARTICIPANT, and if the Participant is younger than age 18, the PARENT or legal guardian  
of the above PARTICIPANT agrees as follows:

Assumption of Risk

I acknowledge and understand that roller-skating, in-line skating, skateboarding, biking and  
similar activities (Activities) are hazardous and dangerous activities that involve strenuous exercise and  
that various degrees of skill and experience are necessary for the different skating and biking surfaces  
and venues. I understand that these Activities can result in serious bodily injury and damage to property  
and on my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all  
risks of loss, damage or injury while on the premises of Rye Airfield (the Park). Freedom from risk and  
injury and loss while participating in the Activities is not a reasonable expectation.

I am aware of the risks, hazards, and dangers of personal injury, death and disability in entering  
the Park, as well as those risks, hazards and dangers of personal injury, death and disability inherent in  
participation in any Activity or event. I am aware that the usual risks, hazards and dangers of personal  
injury, death and disability increase when using ramps, curbs, steps, half pipes, inclines or declines,  
bowls or any other such structure or device. I also understand that these risks, hazards and dangers will  
be further increased because other persons will be using the facilities at the same time and may have a  
greater or lesser degree of experience or skill than I do/the Participant does, or no experience or skill at  
all. In addition to the usual dangers inherent in the Activities, there will be the added or increased danger  
and risk of uncontrollable skateboards, falling, jumping, landing, performing tricks, colliding with other  
skaters or staff, media personnel and spectators. I am also aware that there is an inherent risk in simply  
being at the Park and/or observing, photographing or videotaping the Activities. On my own behalf and  
on behalf of the Participant, we knowingly and voluntarily assume any and all of the foregoing risks of  
loss, damage and injury.

**Initials of Participant \_\_\_\_\_/Initials of Parent/Guardian \_\_\_\_\_ Page 1 of 4**

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Permission to Record and Use

Partially in exchange for being permitted entrance to the Park, on my own behalf and on behalf of the Participant, we expressly agree to grant the Park and any third party authorized by the Park the right to film, videotape, photograph, record the voice of and make any reproductions of my/the Participant's physical likeness and voice and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and/or online use, broadcast, theatrically or on television, cable, radio or internet, of any motion picture film, videotape, DVD, CD or any published articles in which such likeness may be printed, used or incorporated, and in advertising, exploiting and publicizing of the park without the requirement of any prior consent, compensation or attribution.

Release, Waiver and Indemnity

In partial consideration for admission to the Park, viewing privileges and use of the Park facilities I, on my own behalf and on behalf of the Participant, hereby agree to release and forever discharge Rye Airfield, New England Sports Center (NESC), the owner of the Park and SMG, the management firm for the park, and each of their shareholders or owners, agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (the "Covered Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorneys fees which are related to, arise out of, or are in any way connected to my participation or use or the Participant's participation or use of the Park facilities (either in the interior or the exterior), use of equipment or property supplied by the "Park" including protective gear which may be rented from the "Park", , or my presence or the Participant's presence at the Park, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of Rye Airfield, NESC, SMG or **any other Covered Parties**. I understand that the Covered Parties are not responsible for any personal property that are lost, stolen or damaged at the Park. By signing this Agreement, it is my intention to, and I do hereby, on my own behalf and on behalf of the Participant surrender and waive any rights to sue or exercise any legal right to seek damages from Rye Airfield, NESC, SMG, and/or any other Covered Party from their failure to use reasonable care in any way.

I acknowledge that my presence or the Participant's presence and any participation in activities at the Park are strictly voluntary in spite of the unavoidable risks and dangers of such presence and/or participation, and no one is forcing me or the Participant to be present or to participate in any activities at the Park. The Park and the Covered Parties are not providing any essential services and there are other locations at which I can and the Participant can participate in similar activities. The undersigned hereby represent that no special relationship exists between me/the Participant and any of the Covered Parties, and that the undersigned are not under any physical, economic or other compulsion to sign this agreement. I agree not to take any unreasonable risks while at the Park including, but not limited to, causing myself, other participants in the Activities, or spectators at the Park or other persons present at the Park any unreasonable risk or harm. I additionally agree that I am/the Participant is required to use full protective gear when using the Park, including secure and adequate helmet, footwear, knee, elbow pads. If such gear is rented through the Park or a third party agent of the park, I understand that it is my responsibility to ensure that the gear is of sound condition and properly fits.

Initials of Participant \_\_\_\_/Initials of Parent/Guardian \_\_\_\_ Page 2 of 4

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I agree to comply and that the Participant will comply with all of the stated and customary terms and conditions for participation in Activities at the Park. If the undersigned observe any unusual significant hazard during his or her presence or participation at the Park, the undersigned will remove himself or herself from participation and bring such hazard to the attention of the nearest Park employee, official or representative immediately.

I agree, on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend Rye Airfield, NESC, SMG, and any other Covered Party from any and all claims, actions, damages, liability, costs or expenses and attorney fees of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation in any activity at the Park. I give consent and permission to Rye Airfield, NESC, SMG or a Covered Party to obtain on the behalf of myself or my minor child any emergency medical attention and treatment in case of sickness, accident or injury and to secure such medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon their age even though their condition may not warrant it. By signing this document, the undersigned fully recognize that if the Participant or another participant is hurt or property is damaged while the Participant is engaged in this activity, then the undersigned will have no right to make a claim or to file a lawsuit against the Covered Parties, even if they or any of them negligently caused the bodily injury or property damage.

**THE INTENT OF THE COVERED PARTIES IS THAT THIS AGREEMENT WILL ALLOW THE COVERED PARTIES TO AVOID LIABILITY FOR ANY FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.**

I agree, on my own behalf and on behalf of the Participant, that this Agreement shall apply to my/the Participant's participation in any and all Park activities and programs including, but not limited to, open skating, skateboarding, biking, practice sessions, instructional sessions, competitions, day camps, overnight camps and activities directed by any representative of NESC and SMG.

This Agreement shall continue in full force and effect and shall apply to all my/the Participant's future visits to the Park. This Agreement shall be effective and binding upon my/the Participant's heirs, agents, personal representatives, and assigns.

Initials of Participant \_\_\_\_\_/Initials of Parent/Guardian \_\_\_\_\_ Page 3 of 4

**I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY LEGAL GUARDIAN SIGN THIS DOCUMENT ALSO. I HAVE CAREFULLY READ THE FOREGOING AND ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE REVIEWED THE PARK SAFETY RULES AND REGULATIONS, AND HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE PARK, THE PARK STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST RYE AIRFIELD, NESC, SMG, OR ANY OTHER COVERED PARTY.**

Participant's Name: \_\_\_\_\_

Participant's or Parent's Drivers License Number: \_\_\_\_\_ State: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Participant's Birthday: \_\_\_\_\_

Parent Name or Emergency Contact: \_\_\_\_\_

Emergency Phone Numbers:

(\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Cell Pager Office Home Other

(\_\_\_\_)\_\_\_\_ - \_\_\_\_\_ Cell Pager Office Home Other

Please Note Any Information that Rye Airfield should be aware of (use back if necessary):

Participant's signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

HOW DID YOU HEAR ABOUT RYE AIRFIELD? \_\_\_\_\_

(If the Participant is below age 18 :)

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

Please apply a notary stamp or seal in this general area.

\_\_\_\_\_  
Name of the Participant (Please print)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Parent's/Guardian's Signature

\_\_\_\_\_  
Witness (Rye Airfield Employee)

\_\_\_\_\_  
Parent's/Guardian's Name (Please print)