

PLEASANT VALLEY RECREATION AND PARK DISTRICT SKATE PARK LIABILITY WAIVER

Last Name _____ First Name _____

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE AND INDEMNITY FOR ALL THIRD PARTY CLAIMS.

I know that skateboarding, in-line skating, roller-skating, rollerblading and freestyle/BMX bike riding are inherently dangerous sports and activities in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively, "damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with others users, staff, media personnel and spectators. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as the "the Hazardous Activities.")

By this agreement, it is my intention to relieve the Pleasant Valley Recreation and Park District (hereinafter, "PVRPD") of any duty to me and I do assume the entire risk of any of the Damages that might occur during or as a result of my use of, or presence at, the PVRPD Skatepark. By this agreement, I also intend to release, discharge and absolve PVRPD from any and all liability for any active or passive negligence whatsoever by PVRPD and to waive and relinquish any claim or cause of action against PVRPD for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of PVRPD and promise not to sue or exercise any legal right to seek damages from PVRPD. In consideration of utilizing the PVRPD Skatepark, I agree as follows:

1. As to my participation in any activity, including but not limited to, the Hazardous Activities and as to any and all liability for the damages which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the PVRPD Skatepark, I hereby agree:
 - a. To waive any and all claims for damages that I may have against PVRPD, its manager, employees, officer, directors, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person, company or entity in any way associated with it;
 - b. To release PVRPD from any and all liability for the damages that I may suffer or incur, or that my next of kin may suffer as a result of participation in any activity, including but not limited to, Hazardous Activities while at the PVRPD Skatepark;
 - c. To hold harmless and indemnify PVRPD from any and all liability for the damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the PVRPD Skatepark.

2. In consideration for being a participant in the programs offered by PVRPD, I hereby consent and grant to PVRPD the right, without fees, to make and use video tape recordings/still photographs of me, my minor children, and/or dependents in my care, in any manner or form and for any lawful purpose at any time. I waive any right that I may have to review or approve the finished product, or the use to which it may be applied. I release and discharge PVRPD and its employees from any liability to me, my children and/or dependents in my care by virtue of any representation that may occur in making, editing or use of said video tape recordings/still photography.

This waiver and release of liability and indemnification agreement (collectively, referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability, or death.

I HAVE READ, UNDERSTAND AND AGREE to be bound by the Rules of Safety/Conduct governing my conduct while using the PVRPD Skatepark. I understand that these rules are strictly enforced.

THE UNDERSIGNED FURTHER AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED FURTHER CERTIFIES that he/she has no medical condition that would cause participation in activities at the PVRPD Skatepark to be potentially hazardous to his or her health. In addition, this agreement shall constitute authorization for the PVRPD Skatepark to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if any injury occurs while at the PVRPD Skatepark.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by PVRPD or anyone else with regard to the subject matter of this agreement.

If I am less than 18 years of age, my parent [legal guardian] and I hereby certify that I am less than 18 years of age. I [We] have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I [we] have had the opportunity to ask any questions about this agreement. I [We] are aware that, by signing this Agreement, I [we] assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against PVRPD (Pleasant Valley Recreation and Park District).

Participant's signature (if 18 or over): _____	Date _____ / _____ / _____	
Parent [legal guardian] signature: _____	Date _____ / _____ / _____	
Home Phone (_____) _____	Cell Phone (_____) _____	Other (_____) _____
Address _____	City _____	Zip _____

NOTE: If PVRPD staff cannot witness the parent or guardian's signature, the form must be notarized.



Skate Park Rules

1. Skating and riding is a Hazardous Activity – skate or ride at your own risk.
2. The skate park is for skateboarding, in-line skates, and non-motorized bicycles only. Heelies, scooters and wave boards are not allowed in the skate park.
3. All users must wear a well maintained commercially manufactured helmet that is securely fastened at all times. Failure to properly wear a helmet will result in loss of park privileges. Helmets are not available for loan or rent.
4. All users must present a current Skate Pass prior to entry into the facility.
5. Glass containers and food are not allowed inside the skate park. Only clear plastic bottles of water may be brought into the park and must be disposed of in the trash cans provided.
6. Alcohol, drugs, and tobacco are not allowed in the skate park. Being under the influence of alcohol/drugs while in the park is prohibited.
7. Animals are not allowed inside the skate park.
8. No graffiti, tagging, littering, stickers or other items are allowed in the skate park. Graffiti/vandalism of the skate park will result in a minimum 48 hour facility closure.
9. Fighting, profanity, and other disruptive behavior will not be tolerated and may result in the loss of Skate Park Pass, facility privileges or facility closure.
10. Amplified music, radios, stereos, CD players, speakers, etc. are not allowed in the skate park, unless provided and approved by PVRPD.
11. Unauthorized obstacles, materials, or other pieces of equipment are not allowed in the park.
12. All equipment used by participants must be in good working condition and not damage the skate park or structures.
13. Spectators are not allowed in the bowl, on the stairs or on other skating features. Spectators should remain close to the fence and not interfere with skating. Spectators may be asked to view skaters from outside of the facility during peak times. This is a decision of the on-duty staff.
14. The skate park will be closed during inclement weather or when the skating surface is wet or unsafe to use.
15. All users must be properly clothed consisting of a shirt, pants or shorts and closed toed shoes.
16. Anytime the skate park is locked, it is considered closed. Entry into the skate park while closed will be considered trespassing and penalties could result.
17. The Pleasant Valley Recreation and Park District is not responsible for lost, stolen, or damaged items while using the facility.
18. The District and its employees reserve the right to change, modify and update these rules and facility hours without notice and as needed.



Park Etiquette and Courtesy

1. Be courteous to others and welcome new participants. Give everyone a chance to skate or ride.
2. Skate and ride under control and at your own level at all times.
3. Do not throw or launch skateboard, bike, inline skates, helmet, equipment or other items.
4. All trash must be placed in the trash can. Respect your park and others. Clean up after yourself!
5. Profanity and/or abusive language, fighting and/or disruptive behavior is prohibited and may result in a fine, citation, loss of Skate Park Pass, or removal from the park and/or all District property.
6. The Skate Park may be closed by staff for the following reasons:
 1. Rain
 2. Park Damage / Graffiti/ Vandalism / Unacceptable User Behavior
 3. Maintenance Needs
 4. Continual Violation of Park Rules
 5. Other Reasons as Determined by Staff

Bicycle Checklist – Is your bike right for our park?

1. **Types** - Only BMX or Freestyle Bikes are allowed in the facility. Mountain bikes, tandem bikes, 10 speeds, trail bikes or other types of bikes will not be allowed.
2. **Handlebars** – Must have end caps or grips that cover the end of the bars.
3. **Pedals** – Must be aluminum or plastic.
4. **Pegs** – Pegs may be used as long as they are either plastic or aluminum *with capped ends*. Pegs with holes, grip tape, grooves, or any other type of surface other than smooth aluminum with capped ends or plastic may not be used.
5. **Brakes** – All bikes must have at least one functioning brake.
6. **Kickstands** – Bikes with kickstands will not be allowed.
7. **Gears** – Bikes with multiple gears, and/or moving suspensions are not allowed.
8. **Attachments** -Bikes with toe clips, training wheels, baskets, or other types of carrying compartments will not be allowed.



- If you are 17 or under, this packet must be completed at the District Office (located at 1605 E. Burnley Street) by a parent/legal guardian. The parent and participant must be present in order to complete the photo identification.
- The Pleasant Valley Skate Park is located at 1030 Temple Avenue, Camarillo – adjacent to the Pleasant Valley Aquatic Center

_____/_____/_____
Parent/Legal Guardian Signature

_____/_____/_____
Date

I have read and agree to the Rules & Park Etiquette as stated above.