

# ETNIES SKATEPARK OF LAKE FOREST

## ENTRY APPLICATION

### LIABILITY RELEASE AND USE AGREEMENT

**Agreement Required.** I, the undersigned park user, understand that all users of Etnies Skatepark must have a signed liability release and use agreement on file. **For park users younger than 18 years old, this agreement must also be signed by the park user's parent or legal guardian. The parent's or legal guardian's signature must be witnessed by staff in person or this agreement must be notarized.**

**Liability Release and Indemnification.** I understand that skateboarding, in-line skating, and roller skating are inherently hazardous activities. I understand that these hazardous activities involve numerous risks including, but not limited to, injury, death, disability, or property damage or loss. I understand that these risks increase when using structures or devices including, but not limited to, ramps, curbs, steps, half pipes. I also understand that these risks increase when other persons, whether or not of the same level of experience or skill, are present at the same time and using the facilities.

I choose to voluntarily participate in these hazardous activities and 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 Skatepark. I agree to release from any legal liability or duty to me and agree not to sue the City of Lake Forest, its officers, employees, agents, or volunteers for any damage or loss, including injuries, death, disability, or property damage or loss, caused by or resulting from any participation in or observation of any activity at the Skatepark. I agree to hold harmless and indemnify the City from any and all liability for the damages to any third party resulting from my participation or observation of any activity at the Skatepark.

**Appearance, Name, and Likeness Release.** I agree to allow the City to use my appearance, name, and likeness in the City's general publicity and Etnies Skatepark materials, without my prior consent. I also waive and release the use of my photograph or likeness for any reason or purpose.

**Medical Condition and Treatment.** I certify that I have no medical condition that would cause participation in activities at the Skatepark to be potentially hazardous to my health. I authorize the Skatepark to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if an injury occurs while at the Skatepark.

**Rules and Regulations.** I read, understand, and agree to abide by the Rules and Regulations governing my conduct while using the Skatepark. I also read, understand, and agree to abide by the Lake Forest Municipal Code provisions governing the Skatepark (chapter 13.05) including, but not limited to, the provisions prohibiting persons under the age of eight from using the Skatepark unless accompanied by an adult (section 13.05.030(G)). I understand that these rules and regulations and Municipal Code provisions are strictly enforced and that failure to abide by these rules and regulations and Municipal Code provisions is cause for ejection and suspension of privileges from the Skatepark.

**Interpretation and Effect.** I agree that this agreement is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision. This agreement is intended to be binding on my heirs, personal representatives, next of kin, and assigns, and is intended to benefit the City, its officers, employees, agents and volunteers. I am aware that this agreement is legally binding and that I am waiving legal rights by signing it. I read and knowingly and voluntarily sign this agreement, and further agree that no that no oral representations, statements, or inducements apart from this agreement have been made by City or anyone else with regard to the subject matter of this agreement. Prior to signing this agreement, I had the opportunity to ask any questions about this agreement.

**User and Emergency Contact Information.** I agree to complete the user and emergency contact information form below. The emergency contact should be a person who can pick up the participant in the event of an emergency. If the park user is younger than 18 years old, then the parent or legal guardian contact information must be for parent or legal guardian that signed this agreement. I will to notify the Skatepark of any subsequent change in contact information.

**Americans with Disabilities Act.** The City recognizes the obligation to provide equal access to public services to those individuals with disabilities. Please contact the Management Services Department at (949) 461-3450 with any requests for accommodations at least seventy-two hours in advance of any activity or class.

Park User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### USER AND EMERGENCY CONTACT INFORMATION

#### Park User

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ Exp.: \_\_\_\_\_  
School Attending: \_\_\_\_\_

#### Parent or Legal Guardian

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ Exp.: \_\_\_\_\_

#### Emergency Contact

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

#### STAFF USE ONLY

Staff Received by: \_\_\_\_\_  
Staff Signature: \_\_\_\_\_  
Staff Initial for Witness of Parent's or Legal Guardian's Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_  
Skatepark ID No.: \_\_\_\_\_

# ETNIES SKATEPARK OF LAKE FOREST

## RULES & REGULATIONS

### Administration and Supervision.

- All park users must have a completed entry application with a signed liability release and use agreement and updated user and emergency contact information on file with the Etnies Skatepark.
- For park users younger than 18 years old, a parent or legal guardian must also sign liability release and use agreement. The parent's or legal guardian's signature must be witnessed by staff in person or the agreement must be notarized.
- Park users younger than eight years old must be accompanied by an adult at all times.
- Park users use the skatepark at their own risk. The City of Lake Forest will not be liable for injuries. The City is not responsible for personal property
- The City reserves the right to change the Skatepark's hours of operation and schedule as necessary. The Skatepark will not be open during inclement weather.
- Park users must abide by staff instructions at all times.

### Violations.

- Persons violating the rules regulations may be removed from the Skatepark, prohibited from using the Skatepark in the future, or cited with an infraction (Lake Forest Municipal Code section 13.05.070). For the administrative policy regarding suspension from the Skatepark, please visit <http://www.etnies skatepark.com/DocumentCenter/View/155>.

### Use and Activities.

- The Skatepark is for skateboarding, in-line skating, roller skating. All other uses are prohibited, including waveboards, snakeboards, free skates, roller shoes (e.g., Heelys), bicycles, BMX, scooters, motorized vehicles or any other type of rideable item.
- Spectators are not permitted inside the Skatepark.
- No lessons or classes are allowed on the Skatepark grounds unless authorized and conducted by Skatepark staff.
- No person or group shall provide instruction, coaching, or teaching of skating or skateboarding in the park for any fee or compensation. No person shall pay another person at the park for instruction, coaching, or teaching.
- No contests of any sort are allowed in the park, unless organized by the City.
- The Skatepark may not be used by any camp or other group which has charged tuition or other fees to participants covering the period during which participants are present in the Skatepark with the camp or group.

### Safety and Equipment.

- All park users must wear commercially manufactured safety gear, which includes helmet, elbow pads, and knee pads. Failure to wear safety gear may result in loss of Skatepark privilege, a citation, or both.
- All equipment used by park users must be in good condition and not damage the park or its structures.
- No unauthorized pieces of equipment, obstacles, or apparatus may be brought into the skate area.
- All park users must practice safety at all times and avoid collisions with others.
- Park users must notify staff of any unsafe conditions found inside or outside of the Skatepark.

### Prohibited Items.

- Except for bottle water, all food, drink, chewing gum, smoking, and tobacco are prohibited inside the Skatepark.
- No knives, guns, or weapons of any nature shall be permitted in any portion of the Skatepark.
- No headphones, radios, stereos, or other personal audio devices may be brought into the skate area.

### Prohibited Behavior.

- No glass bottles are allowed at the Skatepark.
- Fighting or other disruptive behavior will result in loss of skating privilege.
- Profanity and abusive language is prohibited.
- All forms of graffiti, tagging, or other means of defacing City property is strictly prohibited.
- No trespassing while facility is closed for business.

### Lake Forest Municipal Code.

- Please see Lake Forest Municipal Code chapter 13.05 for further regulations and procedures regarding the Skatepark.

