

Last Name _____

First Name _____

THIS AGREEMENT RELATES TO THE AXIS SKATEPARK AND THE AXIS CLIMBING WALL AT LIMA COMMUNITY CHURCH OF THE NAZARENE.

EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE, INDEMNITY FOR ALL THIRD PARTY CLAIMS

18 & UNDER (PARENT OR GUARDIAN NOT PRESENT)

We know that skateboarding, in-line skating, bicycle riding and rock climbing are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are 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, inclines or declines, or any other structure and device. We know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, and bicycles, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. We 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 Hazardous Activities.")

By this agreement, it is our intention to relieve The Axis at Lima Community Church of the Nazarene (as such term is defined below), Northwestern Ohio District Church of the Nazarene and the General Church of the Nazarene of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence at The Axis Skate Park/Climbing Wall. By this agreement, I also intend to release, discharge and absolve Lima Community Church of the Nazarene, Northwestern Ohio District Church of the Nazarene and the General Church of the Nazarene from any and all liability for any active or passive negligence whatsoever by Lima Community Church and to waive and relinquish any claim or cause of action against Lima Community Church, Northwestern Ohio District or the General Church of the Nazarene 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 Lima Community Church and promise not to sue or exercise any legal right to seek damages from Lima Community Church, the Northwestern Ohio District or the General Church of the Nazarene.

In consideration of utilizing The Axis Skate Park/Climbing Wall, we 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 Axis, we hereby agree:
 - a. To wave any and all claims for Damages that I may have against The Axis, its managers, employees, officers, directors, associates, contractors, volunteers, sponsors, vendors or exhibitors or any other person or company in any way associated with it (collectively, The Axis);
 - b. To release The Axis, 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 my participation in any activity, including but not limited to, Hazardous Activities while at The Axis; and
 - c. To hold harmless and indemnify The Axis from any and all liability for the Damages to any third party resulting from my participation in any activity, including but no limited to, the Hazardous Activities while at The Axis.
2. 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.
3. We have read, understand and agree to be bound by the Rules of Safety/Conduct governing my conduct while using The Axis Skate Park/Climbing Wall. We understand that these rules are strictly enforced.

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement with Lima Community Church, Northwestern Ohio District and the General Church of the Nazarene shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be the county or jurisdiction in which the relevant Skate Park/Climbing Wall is located. The Award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the Award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the state or jurisdiction in which the relevant Skate Park/Climbing Wall is located. The rules of evidence applicable to proceedings at law in such state or jurisdiction shall be applicable to the arbitration proceeding. Lima Community Church of the Nazarene shall pay all costs of the arbitration, except the legal fees of the undersigned.

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND IS GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state or jurisdiction in which the relevant Skate Park/Climbing Wall is located, 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 which would cause participation in activities at the Skate Park/Climbing Wall to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for Lima Community Church of the Nazarene to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at The Axis Skate Park/Climbing Wall.

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 Lima Community Church of the Nazarene or The Axis Skate Park/Climbing Wall or anyone else with regard to the subject matter of this Agreement.

My parent or legal guardian and I hereby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement, Lima Community Church and The Axis Skate Park/Climbing Wall. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns may have against Lima Community Church of the Nazarene, Northwestern Ohio District Church of the Nazarene and the General Church of the Nazarene.

EACH PARENT MUST SIGN THIS FORM IN THE PRESENCE OF A NOTARY

Participant's signature _____ Date _____ Emergency Contact _____
Participant's Birth Date _____
Mother's (legal guardian) signature _____ Date _____ Phone _____
Mother's (legal guardian) driver's license # _____ Phone () _____
Address _____ City _____ Zip _____

ACKNOWLEDGMENT

State of _____
County of _____
On _____ before me, _____
Personally appeared _____, () personally known to me – OR – () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal. _____
SIGNATURE OF NOTARY



Participant's signature _____ Date _____ Emergency Contact _____
Participant's Birth Date _____
Father's (legal guardian) signature _____ Date _____ Phone _____
Father's (legal guardian) driver's license # _____ Phone () _____
Address _____ City _____ Zip _____

ACKNOWLEDGMENT

State of _____
County of _____
On _____ before me, _____
Personally appeared _____, () personally known to me – OR – () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal. _____
SIGNATURE OF NOTARY