

# The Cinder Project, Inc.



*the essentials*

## CINDER SKATEPARK OVER 18 PARTICIPANT REGISTRATION FORM THIS IS A TWO-SIDED FORM--TURN OVER AND COMPLETE BACK

DO NOT WRITE PAST THIS LINE

LAST NAME

FIRST NAME

BIRTHDATE

### Participant Information

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

PHONE:(\_\_\_\_\_) \_\_\_\_\_ MOBILE:(\_\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BIRTHDATE: \_\_\_\_\_ AGE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Cinder gives out coupons and announces special events through email. If you do not want this information please leave email blank. Email will be held private by Cinder Skatepark and will not be given out to 3rd parties.

### INSURANCE INFORMATION

CARRIER: \_\_\_\_\_ POLICY #: \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

NAME	PHONE NUMBER	DESCRIPTION (work, cell, etc)
_____	(_____) _____	_____
_____	(_____) _____	_____

MEDICAL CONDITIONS: \_\_\_\_\_  
(asthma, hemophilia, etc.)

## THIS IS A TWO-SIDED FORM--TURN OVER AND COMPLETE BACK

DO NOT WRITE PAST THIS LINE

PROCESSED BY: \_\_\_\_\_

EMPLOYEE SIGNATURE

## MUST READ BEFORE SIGNING

This agreement exists between myself and Cinder Skatepark, The Cinder Project, Inc. and The Essentials.STR, LLC, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any and all capacity on their behalf (herein after collectively referred to as "Cinder").

By signing below I, \_\_\_\_\_ agree that:

1. I have voluntarily decided to participate in activities and events at, and use the facilities of Cinder Skatepark, which is owned and operated by The Cinder Project, Inc. and The Essentials.STR, LLC. I expressly acknowledge and agree to accept and assume all of the risks existing in this activity. My participation in these activities is purely voluntary and I elect to participate in these activities in spite of these risks.
2. I am voluntarily participating with the knowledge of the numerous risks and dangers involved, including but not limited to: physical exertion for which they may not be prepared; breakdown of equipment, whether rented or owned; accident or illness; the risk of negligence by myself or others, including Cinder; and the potential for serious injury, including permanent paralysis or death.
3. I will follow all written and verbal rules of safety presented to me by Cinder.
4. The enjoyment of skating, inline skating, or scootering is derived in part from the inherent risks associated with an activity that is beyond the generally accepted margins of safety, and that these inherent risks contribute to such enjoyment and excitement, and are one of the significant reasons for my participation.
5. I am responsible for my own welfare, and accept any and all risks of unanticipated or anticipated events, illness, injury, emotional or physical trauma or death.
6. One of the conditions to entering Cinder Skatepark and using its facilities is my execution of this waiver; therefore, as lawful consideration for being permitted to enter Cinder Skatepark and use its facilities, I hereby RELEASE AND DISCHARGE FOREVER CINDER, ITS SHAREHOLDERS, DIRECTORS, OFFICERS AGENTS, EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A CINDER RELATED EVENT ("RELEASEES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY USE OF CINDER SKATEPARK OR PARTICIPATION IN ACTIVITIES OR EVENTS AT CINDER SKATEPARK.
7. This release shall be legally binding upon me personally, all members of my family and all minors accompanying me, my heirs, successors, assigns and legal representatives, it being my intention to fully assume all of the risks associated with my use of Cinder Skatepark facilities and to release RELEASEES from any and all liabilities associated with my use of Cinder Skatepark facilities to the maximum extent permitted by law.
8. I understand that Cinder reserves the right to refuse admittance to any person who refuses to sign this Waiver or who it judges to be incapable of meeting the rigors and requirements of participation in the activities.
9. Cinder reserves the right to take photographic, film, audio or digital records of me using Cinder Skatepark facilities or participating in events or activities sponsored by Cinder, and I further agree that Cinder may use any such media for promotional and/or commercial purposes, as well as approve such use by third parties with whom Cinder may engage in joint marketing, without any remuneration to me. I hereby assign Cinder all right, title and interest I may have in or to Cinder and grant Cinder a royalty-free, exclusive, perpetual and irrevocable license.
10. I agree that any dispute or claim concerning this Agreement, shall be resolved exclusively by binding arbitration according to the substantive law of South Carolina.
11. I certify that I have adequate insurance to cover any injury or damage that may occur, cause, or suffer while participating and I agree to bear any and all cost of such injuries or damages to property and my participant. I further acknowledge, certify and agree that I assume the risk of any pre-existing medical and physical conditions that exist.

THIS FORM MUST BE NOTARIZED IF NOT COMPLETED IN THE PRESENCE OF A CINDER SKATEPARK EMPLOYEE

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE WAIVER AND OTHER PROVISIONS SET OUT ABOVE.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Driver's License or ID#: \_\_\_\_\_ State: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Helmet Agreement (to be signed by participant)

***I understand that Cinder Requires me to wear a HELMET at all times in the skatepark. I also understand that the HELMET, with chin straps strapped, MUST be worn at all times. By voluntarily removing my HELMET I am assuming all risk of injury. Any injury resulting from my refusal to wear recommended safety equipment is 100% my own responsibility, and holds harmless Cinder and all related agencies. By signing this document I assume full responsibility for my Helmet participation or non-participation.***

**X** \_\_\_\_\_