

The Cinder Project, Inc.



the essentials

CINDER SKATEPARK PARTICIPANT REGISTRATION FORM

DO NOT WRITE PAST THIS LINE

LAST NAME

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ MOBILE: (____) _____

BIRTHDATE: _____ AGE: _____

EMAIL: _____

INSURANCE INFORMATION

CARRIER: _____ POLICY #: _____

FIRST NAME

EMERGENCY CONTACT INFORMATION

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

BIRTHDATE

WHAT SCHOOL DO YOU GO TO? _____

HOW DID YOU HEAR ABOUT STR SKATEPARK?

SCHOOL CHURCH MAGAZINE/VIDEO
 TV FRIEND OTHER: _____

PLEASE CHOOSE: SKATE INLINE BMX

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

Cinder Waiver and Release of Liability, Assumption of all Risks, and Consent to Use of Likeness 1

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 I 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 and biking 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, DIRETORS, OFFICERS AGENTS, EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A STR RELATED EVENT ("RELEASEES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY USE OF STR SKATEPARK OR PARITCIPATION 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 join 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 I may cause or suffer while participating and I agree to bear any and all cost of such injuries or damages to property and myself. I further acknowledge, certify and agree that I assume the risk of any pre-existing medical and physical conditions that exist.

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

Participant Signature: _____ Print Name: _____

Driver's License or ID#: _____ State: _____ Date Signed: _____

**FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF SIGNING)
THIS FORM MUST BE NOTARIZED IF COMPLETED AWAY FROM CINDER SKATEPARK**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided herein, for myself, my heirs, assigns, and next of kin and any other parent and/or guardian who has placed custody of the above-named minor participant in my care. I further release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to the minor participant's use of the Cinder Skatepark facilities and/or participation in events or activities at Cinder Skatepark, to the fullest extent permitted by law.

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

I testify by signing below that I AM the Parent and/or Legal Guardian for the above named participant.

Parent/Guardian Signature: _____ Print Name: _____

Driver's License or ID#: _____ State: _____ Date Signed: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Notary Signature: _____ Expiration Date: _____

I understand that my voluntarily choosing NOT to wear recommended safety equipment could lead to serious injury. I also understand that the HELMET, with chin strap, MUST be worn at all times. Any injury resulting from my refusal to wear recommended safety equipment is 100% my own responsibility, and holds harmless Cinder and all related agencies. X