

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF ALL RISKS,
AND CONSENT TO USE OF LIKENESS

READ BEFORE SIGNING

By signing below, I agree that:

1. I have voluntarily decided to participate in activities and events at, and use the facilities of, Julington Creek Plantation Community Development District, the "JCPCDD" Sports Plex "Skatepark", which is owned and operated by JCPCDD.
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 JCPCDD; 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 JCPCDD.
4. The enjoyment and excitement of skating 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 the JCPCDD Skatepark and using its facilities is my execution of this Waiver; therefore, as lawful consideration for being permitted to enter the JCPCDD Skatepark and use its facilities, I hereby RELEASE AND DISCHARGE FOREVER JCPCDD SUPERVISORS, OFFICERS, AGENTS, EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A JCPCDD RELATED EVENT ("RELEASEES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY USE OF THE JCPCDD SKATEPARK OR PARTICIPATION IN ACTIVITIES OR EVENTS AT THE JCPCDD 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 the JCPCDD Skatepark facilities and to release RELEASEES from any and all liabilities associated with my use of the JCPCDD Skatepark facilities to the maximum extent permitted by law.
8. I understand that the JCPCDD reserves the right to refuse admittance to any person who refuses to sign this Waiver or who refuses to or otherwise does not comply with the rules and regulations of the Skatepark or the instruction of staff.
9. JCPCDD, its agents, successors and /or assigns, reserve the right to take photographic, film, audio or digital records of me using the JCPCDD Skatepark facilities or participating in events or activities sponsored by the JCPCDD and I further agree that JCPCDD may use any such media for promotion and/or commercial purposes, as well as approve such use by third parties with whom JCPCDD may engage in joint marketing, without any remuneration to me. I hereby assign JCPCDD all right, title and interest I may have in or to JCPCDD media and grant JCPCDD a royalty-free, exclusive, perpetual and irrevocable license to the JCPCDD media.
10. I agree that nothing there in shall constitute a waiver of the JCPCDD's sovereign immunity or limits of liability found in section 768.28, Florida Statute, or other law

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

Participant's Signature: _____ Print Name: _____

FOR PARTICIPANT OF MINORITY AGE
(UNDER 18 AT TIME OF SIGNING)

THIS FORM MUST BE NOTARIZED IF COMPLETED AWAY FROM THE JULINGTON CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT 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. 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 JCPCDD Skatepark facilities and/or participation in events or activities at the JCPCDD Skatepark, to the fullest extent permitted by law.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD 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.

_____ Print Name: _____
Parent/Guardian Signature

Home Address: _____

City: _____ State: _____ Zip: _____ Home Phone #: _____

Declaration of "Advanced" Status

I understand that the HELMET, with chin strap, MUST be worn at all times. I also understand that my or (my child's) voluntarily choosing NOT to wear other recommended safety equipment could lead to serious injury. Any injury resulting from my or (my child's) refusal to wear recommended safety equipment is 100% my own responsibility, and I agree to release and hold the JCPCDD, its supervisors, employees and agents harmless for any injury resulting there from.

If "YES" sign at "X"

X _____

Sworn to and subscribed before me this _____ day of _____, _____

My commission expires _____ Notary Public, State of Florida

My signature, as a Notary Public, verifies the affiant's identification has been validated by
