

**BLACK DIAMOND MOUNTAIN SPORTS - SKATEBOARD AND ACTION SPORTS HOLD-
HARMLESS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR SKATE TEAM,
SPONSORSHIP, SKATEPARK, & STORE SUPPORTED ACTIVITIES**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Acknowledgement and Minors: (“Holder”, “Participant”, “Renter”, “Purchaser”, or “Competitor” hereinafter “type of user” MEANS THE UNDERSIGNED BEING 18 YEARS OF AGE OR THE MINOR USER (UNDER 18) OF THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (hereinafter individually and collective “I” agrees and understand that skateboarding, BMX cycling, in-line skating and other action sports (hereinafter “the activity”) can be very hazardous.

For Participants Only in Instructional or Supervised Activities as Follows: (particularly applicable when minors are involved). I warrant and represent that I am in good health and there are no special problems with the care of myself (or the child) and the undersigned parent or guardian (if applicable) has left no special instructions regarding self or the child that have not been listed on the registration form.

Notification of Risks: I recognize that there are risks including but not limited to, varying surface, bicycles, pedestrians and skaters, natural and manmade obstacles and the use of the activities facilities, including: ramps, jumps, and other park features. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks to me while participating in the Activity. Further, I voluntarily elect to participate in the Activity.

_____ initial

Assumption of Risks and Indemnification: In consideration of engaging in the Activity I agree to ASSUME ALL RISKS associated with the Activity and agree to hold harmless, release, defend and indemnify Black Diamond Mountain Sports, Inc., all affiliated, parent and subsidiary companies thereof, all agents, employees, directors, officers, shareholders, assigns, predecessors, and successors in interest, hereinafter “The Released Parties” from all liabilities, and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, including those injuries and damages caused by The Release Parties’ alleged or actual: (1) negligence; (2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to me or to other person(s) or property that I may cause as a result of engaging in the Activity.

_____ initial

Medical – Minor Participants Only: I authorize The Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility of hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that the Ski/Sport Shop/Skate Park or other recreation provider shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless The Released Parties of and from any costs incurred therein.

Rentals and Retail Only: All instructions on the use of the equipment have been made clear to me and I understand the function of the equipment. I have received all manufacturers’ written materials.

Rental and Retail Helmets and Safety Gear: I understand that helmets are required and I agree to wear helmets and other safety gear (including, but not limited to knee and elbow pads) at all times when participating in activities related to the Black Diamond Mountain Sports Skatepark. Elbow pads and knee pads are required for ages 15 and younger. If I choose not to wear a helmet and other safety gear, I waive all rights against The Released Parties.

Forum Selection: In consideration of participating in the Activity, I contractually agree that all claims for injury and/or death shall be governed by the State of New Jersey and the law of the State of New Jersey and any federal court within the State of New Jersey.

Waiver of Right to Jury Trial, Agreement to Arbitration: If you are injured and want to make a claim, you must file a demand before the American Arbitration Association (the “AAA”). You agree to waive your right to a jury trial. You agree that any dispute between You and Black Diamond Mountain Sports or any employees, affiliates, or agents thereof will be decided by the AAA. Black Diamond Mountain Sports will pay all of the costs of the arbitration hearing for You.

Severability/Enforceability/Application: This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all the terms of this Release. This Release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20 ____.

Print Name of Participant/Competitor
I/We

Signature of Participant/Competitor
I/We

Print Name of Parent or Guardian
(required if participant less than 18 years old)

Signature of Parent or Guardian

Please be advised that only the minors’ parents or true legal guardian can sign the release waiver and declaration. If you falsely identify yourself and sign the waivers, you will held liable for fraud and will accept full responsibility for the minor, any damages that may occur and any legal fees that result. You will be prosecuted to the fullest extent of the law and will be held fully accountable for any medical fees, damages or liabilities that are generated while the minor is at our facility. Black Diamond Mountain Sports, Inc. 400 Rt 38, Moorestown, NJ 08057