

WILSON WHEELS SKATE PARK
RELEASE OF LIABILITY, WAIVER, &
ASSUMPTION OF RISK

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT IS A LEGALLY BINDING CONTRACT. BY SIGNING IT, YOU (AND, FOR A MINOR, THE MINOR'S PARENT OR LEGAL GUARDIAN) GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Name: _____ Date of Birth: _____

Parent/Legal Guardian (if Participant is under 18): _____

The individual named above (referred to as "I," "me," or the "**Participant**") desires to enter, use, and participate in activities at the skate park operated under the name **Wilson Wheels**, located at **4204 Wingate Dr N, Wilson, North Carolina 27896** (the "**Facility**"), which is owned and operated by **Wilson Wheels** and **Jackie Dorney** (together, the "**Operator**" or the "**Company**"). In consideration of being permitted by the Company to enter the Facility and participate in the Activity (as defined below) **on the date hereof and on any and all future occasions**, and in recognition of the Company's reliance on this instrument, I agree to all of the terms and conditions set forth in this instrument (this "**Release**"). **This Release shall remain in full force and effect for each and every visit to and use of the Facility unless and until revoked by me in a writing delivered to the Company.**

- 1. Description of the Activity and Facility.** As used in this Release, the "**Activity**" means skateboarding, inline and roller skating, freestyle or "BMX" bicycling, scooter riding, and any related use of, or presence at, the Facility, including use of the ramps, rails, bowls, half-pipes, quarter-pipes, ledges, stairs, decks, obstacles, riding surfaces, and any other equipment, structures, or premises located at or associated with the Facility, whether as a rider, spectator, or otherwise. I understand that the Activity takes place at a private skate park and is not supervised by any lifeguard, medical professional, or other trained safety personnel unless the Company expressly states otherwise in writing.
- 2. Acknowledgment of Inherent Dangers.** I AM AWARE AND UNDERSTAND THAT SKATEBOARDING, INLINE AND ROLLER SKATING, FREESTYLE BICYCLING, SCOOTER RIDING, AND USE OF THE FACILITY ARE INHERENTLY DANGEROUS ACTIVITIES THAT INVOLVE A SIGNIFICANT RISK OF SERIOUS PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, PARALYSIS, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. THESE DANGERS ARE CHARACTERISTIC OF, INTRINSIC TO, AND AN INTEGRAL PART OF THE ACTIVITY. WITHOUT LIMITATION, I UNDERSTAND THAT THE INHERENT RISKS AND DANGERS OF THE ACTIVITY INCLUDE:

- (a) losing balance, falling, being thrown, or colliding with ramps, rails, bowls, coping, decks, ledges, walls, railings, fences, the ground, or other fixed or moving objects;
- (b) collisions or contact with other participants, spectators, or bystanders, including riders acting carelessly, recklessly, or beyond their skill level;
- (c) the malfunction, breakage, failure, or improper use of a skateboard, inline or roller skates, bicycle, scooter, wheels, trucks, bearings, or other equipment (whether my own or provided by others);
- (d) uneven, slippery, wet, cracked, worn, or otherwise irregular riding surfaces; debris, water, or other substances on the surface; and defects or conditions of the ramps, obstacles, or premises, whether obvious or hidden;
- (e) attempting maneuvers or tricks beyond my ability, fatigue, dehydration, physical exertion, and the aggravation of any pre-existing condition;
- (f) inadequate, defective, or absent protective equipment; and
- (g) negligent, careless, or improper conduct of other participants, spectators, or third parties, and the possibility that emergency response, first aid, or rescue efforts may be delayed, unavailable, or negligently performed.

I understand that the foregoing list is not complete and that other known and unknown risks and dangers, both foreseeable and unforeseeable, are inherent in and may arise out of the Activity.

3. Express Assumption of Risk. NOTWITHSTANDING THESE RISKS AND DANGERS, I ACKNOWLEDGE THAT I AM KNOWINGLY, FREELY, AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE AND EXPRESS UNDERSTANDING OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER KNOWN OR UNKNOWN, AND WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEE (AS DEFINED BELOW) OR OTHERWISE. I understand that the Company is under no duty to eliminate, alter, reduce, or control the inherent risks of the Activity, and I acknowledge that I assume the known and unknown inherent risks of the Activity irrespective of my age. I represent that I am physically fit and able to participate in the Activity and that I am not relying on the Company to advise me as to my fitness to participate.

4. **Protective Equipment (North Carolina Law).** I understand and acknowledge that North Carolina law requires that no person be permitted to ride a skateboard in a skateboard park unless that person is wearing a helmet, elbow pads, and kneepads. As a strict condition of my participation in the Activity, I agree to wear a properly fitted and fastened helmet, elbow pads, and kneepads at all times while skateboarding at the Facility, and to use appropriate protective equipment while engaged in any other Activity. I understand that this protective-equipment requirement is imposed by law, is mandatory, and cannot be waived, and that nothing in this Release permits me to participate without the required protective equipment. I agree that the Company may refuse entry to, or remove from the Facility, any person who fails to wear the required protective equipment or who otherwise fails to comply with the Facility's rules.
5. **Release of Liability and Covenant Not to Sue. I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREFTER KNOWN, AGAINST WILSON WHEELS AND JACKIE DORNEY, AND THEIR RESPECTIVE OWNERS, OPERATORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, PROPERTY OWNERS, LESSORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES"), ON ACCOUNT OF ANY INJURY (WHETHER PHYSICAL OR PSYCHOLOGICAL), DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITY OR MY PRESENCE AT THE FACILITY, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEE OR OTHERWISE.** I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under any such claim, **on behalf of myself, my heirs, executors, administrators, successors, and assigns. This waiver and release does NOT extend to, and I do NOT release, any claim for gross negligence, willful, wanton, or reckless conduct, intentional misconduct, or any other liability that North Carolina law does not permit to be released by agreement, including any duty imposed on the Company by statute.**
6. **Indemnification.** I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Release, incurred by the Company or any other Releasee arising out of or resulting from any claim of a third party related to my participation in the Activity or my presence at the Facility, including any such claim related to my own negligence or the ordinary negligence of the Company. This indemnification obligation does not apply to any claim to the extent it arises out of the gross negligence, or the willful, wanton, reckless, or intentional misconduct, of the Company or any Releasee.

7. **Rules of the Facility; Contributory Negligence.** I agree to observe and obey all posted rules, signs, and instructions of the Company and its staff while at the Facility, and to conduct myself in a safe and responsible manner and within the limits of my own ability and the design and purpose of the equipment used. I understand and agree that my failure to follow the Facility's rules, to wear the required protective equipment, or to act with reasonable care for my own safety may constitute contributory negligence and may bar or reduce any recovery for injuries I sustain.
8. **Consent to Medical Treatment.** I hereby consent to receive medical treatment deemed necessary by medical or emergency personnel if I am injured or require medical attention during my participation in the Activity. If the Participant is a minor, by signing the Parent/Legal Guardian section of this Release, the parent or legal guardian also consents on behalf of the minor Participant to receive such medical treatment. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company and all other Releasees from any claim based on such treatment or other medical services, except to the extent any such claim arises from gross negligence or willful, wanton, or intentional misconduct.
9. **Entire Agreement; Severability; Governing Law; Forum.** This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is held to be invalid, illegal, or unenforceable, the remaining terms and provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable term or provision shall be deemed modified so as to be valid, legal, and enforceable to the greatest extent permitted by law and to give the fullest effect to the parties' intent to release the Company from liability for its ordinary negligence. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising out of or relating to this Release, the Activity, or the Participant's presence at the Facility may be brought only in the federal and state courts located in Wilson County, North Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

SIGNATURE PAGE TO FOLLOW

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, THAT I HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO CONSULT WITH AN ATTORNEY OF MY CHOOSING BEFORE SIGNING, AND THAT I AM SIGNING IT KNOWINGLY AND VOLUNTARILY, INTENDING TO GIVE UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES FOR THEIR ORDINARY NEGLIGENCE. I HAVE NOT BEEN INDUCED TO SIGN BY ANY PROMISE OR REPRESENTATION NOT CONTAINED IN THIS RELEASE.

ADULT PARTICIPANT (18 YEARS OF AGE OR OLDER).

By signing below, I certify that I am at least eighteen (18) years of age, of sound mind, and fully competent to enter into this Release. If the Participant is under 18 years of age, the Participant should not sign here; the Participant's parent or legal guardian must complete the Parent/Legal Guardian section that follows.

PARTICIPANT:

Participant Signature: _____

Printed Name: _____

Address: _____

Date: _____

**PARENT / LEGAL GUARDIAN CONSENT AND AGREEMENT
(REQUIRED IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE).**

I represent that I am the parent or legal guardian of the minor Participant named above and that I have the legal authority to sign this Release on the minor's behalf. I have read and understood this entire Release. On behalf of myself, the minor Participant, and each of our respective heirs, executors, administrators, successors, and assigns, I knowingly and voluntarily consent and agree to all of the terms and conditions of this Release, including the acknowledgment of inherent dangers, the express assumption of risk, and the release of liability and covenant not to sue set forth above, and I intend for them to apply to and bind both the minor Participant and me.

In addition, in my own individual capacity, I expressly assume the inherent risks of the Activity described above on behalf of the minor Participant, and I hereby release, waive, and covenant not to sue the Company and the Releasees from any and all claims, now known or hereafter known, that I, the minor Participant, or any person claiming through us may have, on account of any injury, disability, death, or property damage arising out of or attributable to the minor Participant's participation in the Activity or presence at the Facility, whether arising out of the ordinary negligence of the Company or any Releasee or otherwise. I further agree, in my own individual capacity, to defend, indemnify, and hold harmless the Company and the Releasees from any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees and the costs of enforcing any right to indemnification under this Release) brought by or on behalf of the minor Participant, or by any other person, arising out of or related to the minor Participant's participation in the Activity or presence at the Facility.

This waiver, release, and indemnification obligation does NOT extend to any claim for gross negligence, willful, wanton, or reckless conduct, intentional misconduct, or any liability that North Carolina law does not permit to be released by agreement. I understand that North Carolina law requires the minor Participant to wear a helmet, elbow pads, and kneepads while skateboarding, and I agree to ensure that the minor Participant wears the required protective equipment at all times.

PARENT / LEGAL GUARDIAN:

Signature: _____
Printed Name: _____
Name of Minor Participant: _____
Address: _____
Date: _____